

Anne McEnery-Ogle, Mayor

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

November 13, 2023

WORKSHOPS

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

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

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

[https://www.cvtv.org/vid link/36017?startStreamAt=0&stopStreamAt=3014](https://www.cvtv.org/vid/link/36017?startStreamAt=0&stopStreamAt=3014)

5:00-6:00 p.m. Emergency Medical Services System Assessment and Ambulance Contract Update

Brennan Blue, Fire Chief, 360-487-7201

Summary

Staff led Council through a discussion of the Emergency Medical Services System Assessment and Ambulance Contract Update.

Councilmember Fox was absent from the workshop.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00 p.m. - 6:30 p.m.)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: <https://www.cvtv.org/vid/link/36019?startStreamAt=0&stopStreamAt=6422> Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: Councilmember Fox

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to excuse Councilmember Fox.

Approval of Minutes

Minutes - October 9, 2023

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of October 9, 2023.

Proclamations: Native American Cultural Heritage Month and Native American Heritage Day

Mayor McEnerny-Ogle read and presented a proclamation to Catarina Consuelo Marie Salazar, Dakota Sioux, Shelia Hendrikson-Davis, Fourth Plain Forward, Mercedes White Calf, Oglala Sioux Tribe and Southwest Washington Advocacy Coordinator at the Native American Youth and Family Center, proclaiming November 2023, as Native American Cultural Heritage Month and November 24, 2023, as Native American Heritage Day.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Monica Zazueta, Vancouver
- Peter Fels, Vancouver
- Peter Bracchi, Vancouver
- Paris Nelson, Vancouver
- Paul Burgess, Vancouver

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

Consent Agenda (Items 1-11)

Council requested items 4 and 6 be pulled for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve items 1-3, 5, and 7-11 on the Consent Agenda.

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

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried 5-1 to approve item 6 on the Consent Agenda. Councilmember Perez voted No.

1. 2023-2029 Commute Trip Reduction Interlocal Agreement and 2023-2025 CTR Grant Agreement

Staff Report: 202-23

In 2006, the Washington Legislature passed the Commute Trip Reduction (CTR) Efficiency Act, requiring local governments in identified urban areas with traffic congestion to develop programs that reduce the drive-alone trips

and vehicle miles traveled per capita. The CTR Efficiency Act amended the 1991, Commute Trip Reduction Law, codified as §70.94.521-.551 RCW. Biannually, the State Legislature allocates grant funds to support local CTR activities. Since 2005, the City of Vancouver, Clark County and the City of Camas have developed an intergovernmental agreement establishing a regional work plan and assignment of administration responsibilities for the CTR program.

The City of Vancouver provides program management and oversight of the CTR program for Vancouver, Clark County (those portions lying within the unincorporated Vancouver UGA) and Camas. Through this program, the City provides direct services to approximately 57 affected participating worksites (affected worksites are those with 100+ employees that report to work between 6 am – 9 pm).

The State Legislature authorized financial support for the statewide CTR program in the 2023-2025 biennium. These funds are distributed on a formula basis through the Washington State Department of Transportation, Office of Public Transportation and Commute Options. In this case, the City of Vancouver will be the primary contracting agency and administer the program for Vancouver and Camas and their urban growth areas.

The proposed CTR intergovernmental agreement and associated CTR Work Plan specifies that the City of Vancouver will receive all the state grant funds to administer the regional program. For the period starting July 1, 2023 and ending June 30, 2025, grant funds amount to \$391,900. In receiving this allocation of program funds, the City has sufficient resources to manage the program. Note that the term of the ILA is July 1, 2023 to June 30, 2029; if the legislature does not continue to authorize program funding beyond the biennium ending on July 30, 2025, the ILA will no longer be valid.

Staff recommends the City enter into a contract with the Washington State Department of Transportation to receive State CTR program grant funding; and enter into a Commute Trip Reduction intergovernmental agreement with Clark County and the City of Camas to guide the City's administration of the regional program.

Request: On November 13, 2023, authorize the City Manager, or designee, to sign the Transportation Demand Implementation Agreement with the Washington Department of Transportation (PTD0832) and sign the 2023-2029 Commute Trip Reduction intergovernmental agreement with Clark County and the City of Camas.

Olivia Kahn, Transportation Demand Management Coordinator, 360-487-7939

Motion approved the request.

2. **State of Washington Department of Social and Health Services & Developmental Disabilities Administration Interlocal Agreements for Respite in Community Settings & Recreation Opportunities**

Staff Report: 203-23

The State of Washington Department of Social and Health Services (DSHS) & Developmental Disabilities Administration (DDA) administer the Respite in Community Settings (RCS) & Recreation Opportunities (RO) interlocal agreements. These programs allow eligible participants living with a disability to utilize funds to participate in existing specialized and general recreation programs offered by Vancouver Parks, Recreation & Cultural Services. The distinguishing difference is RCS funds support both the recreation and wellness of the individual participating, as well as providing needed respite for family and caregivers. The RO funds are only intended to provide access to wellness and recreation opportunities for the disabled individual. The RCS fund accounts for the majority of reimbursements with the City of Vancouver.

Vancouver has partnered with DSHS & DDA in these interlocal agreements to serve the neurodiverse and/or individuals living with a disability in the community for numerous agreement cycles. As a result, Vancouver has been and continues to be the preeminent provider of recreation and enrichment programming for our neurodiverse community members and those in the community living with a cognitive disability in Southwest Washington.

Request: Authorize the City Manager, or designee, to execute Interlocal Agreements with DSHS for the services described above.

Andy Meade, Recreation Facility Manager, 360-487-7098

Motion approved the request.

3. **Temporary Suspension of Annual Review of Applicant-Initiated Land Use and Development Proposals for the 2024 and 2025 Comprehensive Plan Annual Review Cycles**

Staff Report: 204-23

A RESOLUTION relating to the temporary suspension of annual review of applicant-initiated land use and development proposals under Vancouver Municipal Code Chapter 20.285 for the applications received for the 2024 and 2025 annual review cycles.

The City is in the process of updating its 20-Year Comprehensive Plan, associated policies and development regulations, in alignment with the

periodic review requirements of the GMA, specifically RCW 36.70A.130. Pausing applicant-initiated Comprehensive Plan and zoning code map and text amendments while the full update is underway is necessary to best ensure that the mandatory periodic update of the City's Comprehensive Plan provides consistent policy implementation and follows clear, concise, and transparent decision-making throughout the process formally endorsed by City Council via the project charter.

Request: Approve the attached resolution for the temporary suspension of annual applicant-initiated land use and development proposals for the 2024 and 2025 Comprehensive Plan annual review cycles.

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

Motion adopted Resolution M-4255 to approve the request.

4. Lodging Tax Grants for 2024

Staff Report: 205-23

A RESOLUTION relating to the award of lodging tax grant funds to nine organizations for 2024 as recommend by the City Council appointed Lodging Tax Advisory Committee.

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, campgrounds, bed and breakfasts, and RV parks. Those funds can only be used for tourism-related projects, events, and facilities. Vancouver increased its lodging tax from 2% to 4% in 1998 with the second 2% dedicated to debt service and capital improvements for the downtown Hotel/Convention Center. The original 2% continued to be used to fund other tourism related projects.

For 2024, the City has \$157,000 in lodging tax revenue that is excess to the needs of the Hotel/Convention Center and is available for other tourism-related projects. The RCW requires that to expend lodging tax funds, the City's Lodging Tax Advisory Committee (LTAC), comprising equal numbers of lodging tax generators and potential lodging tax recipients, must review and recommend proposed expenditures to the City Council. In August 2023, the City solicited lodging tax grant proposals from interested parties. Fourteen (14) proposals were received totaling \$549,967. LTAC reviewed the proposals and, as set forth in Exhibit A, is recommending full or partial funding of nine (9) projects, totaling \$157,000.

Per state regulations, the City Council may only approve awards to candidates recommended by LTAC and only at the amount recommended, unless Council submits its change in the amount to the Committee for comment. While the LTAC has historically funded all applicants for grants

at varying levels, the high demand for LTAC Grants this year led to a more strategic funding recommendation structure. The funding recommendations made by the Committee gave priority consideration to applications that were new or for significantly expanded events, would generate overnight stays, demonstrated benefit related to the grant amount request, and the scalability of funding assistance. The recommendations made by the Committee are put forward to maximize the impact of Lodging Tax Grant funds and support projects that may not be able to move forward without this assistance. All approved grant recipients must enter into a professional services agreement with the City.

Request: On November 13, 2023, adopt a resolution approving the 2024 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee and authorizing the City Manager, or designee, to execute professional services agreements with the grant recipients.

Chris Harder, Deputy Economic Development Director, 360-487-7934

Motion adopted Resolution M-4256 to approve the request.

5. Fourth Plain for All Investment Strategy

Staff Report: 206-23

A RESOLUTION adopting the Fourth Plain For All Investment Strategy that includes projects, programs and initiatives to strengthen the Fourth Plain community, and providing for an effective date.

The COVID-19 pandemic created dual nationwide crises: a public health crisis combined with an economic crisis. The American Rescue Plan Act (ARPA) was passed in 2021 to deliver relief for American workers and families and build a bridge to an equitable economic recovery. One of the ways ARPA provides support to struggling communities is through the distribution of more than \$360 billion in emergency funding for state, local, territorial, and Tribal governments.

The City of Vancouver received \$32.6 million in ARPA funding to help support our efforts to recover from the pandemic-induced economic and housing crisis, which disproportionately impacted socially and economically vulnerable communities and small independent businesses. On November 15, 2021, the Vancouver City Council endorsed an investment framework for ARPA funds that would allocate around 75% of these funds (approximately \$25 million) to the Fourth Plain area in central Vancouver. This funding focuses on socially and economically vulnerable areas in Vancouver that have experienced disproportionate health and economic impacts from the pandemic.

Building on the successes of implementing the 2008 Fourth Plain Corridor Subarea Plan and 2015 Fourth Plain Forward Action Plan, Council directed staff to co-create a 10-year investment strategy with the local community that incorporates the dedicated \$25 million in ARPA funding, as well as prepares the City to take advantage of other funding sources and opportunities to continue advancing equity, safety, mobility, access to jobs and services, a thriving small business ecosystem, and improved parks and open spaces for the Fourth Plain community.

The Fourth Plain for All project team employed equity-centered engagement practices to support a more inclusive planning process, with the goal of developing a co-creative process that increased the role of the community in project decision-making. Special attention was made in reaching out to historically marginalized communities in the engagement strategy, including by developing an Investment Strategy Committee (ISC) and selecting five community members to serve as multilingual project ambassadors. The ISC was integral to the success of the project and consisted of 15 community members who live, work, own a business or attend school in the project area; 86% of whom self-identify as BIPOC, and four members who were youth members (24 years or younger). Additionally, more than 700 community members provided feedback and shared their vision for Fourth Plain across nearly 20 engagement events and activities.

The Fourth Plain for All Investment Strategy includes community-identified priorities and action items to advance the community's vision for the Fourth Plain area over the next 10 years. Projects and programs will advance through a combination of ARPA funding and other funding sources in the following five categories: Housing, Community Building and Public Health, Parks and Public Space, Transportation, and Economic Development. The Investment Strategy calls out key priority action items to be implemented in the short-term using ARPA funding.

Request: Staff requests Council to adopt a resolution approving the Fourth Plain for All Investment Strategy and authorizing the City Manager on behalf of the City to deploy resources and take necessary actions to implement the Fourth Plain for All Investment Strategy.

Shannon Williams, Senior Planner, 360-487-7898

Motion adopted Resolution M-4257 to approve the request.

6. Warehouse Code Amendments

Staff Report: 207-23

AN ORDINANCE relating to the regulation of Warehouse/Freight Movement uses in the City of Vancouver, providing for savings, severability, and an effective date.

Late in 2022, city planning staff noticed a trend of very large (as large as 600,000 square feet) warehouses being submitted for development approvals. At the time, there were as many as eight warehouses larger than 100,000 square feet being proposed or under construction, with a cumulative building area of 3.34 million square feet, the equivalent of 58 football fields. Other cities were (and are) experiencing a similar surge in large warehouse projects, and staff was hearing reports of mega-warehouses elsewhere, such as a 2.5 million square foot warehouse in Tacoma.

These extremely large facilities appear to be a growing trend nationally in response to the increasing demand for online retail shopping and parcel delivery as well as supply chain logistics issues and consume significant swaths of limited industrial land with typically lower jobs per acre ratio than many other industrial uses.

Staff became concerned that if the trend continued, limited industrial lands would be consumed by low-wage, low jobs per acre uses that could otherwise be developed for higher wage skilled manufacturing or research and development jobs. Additional concerns with large warehouses that were identified by staff included an increase in truck traffic and pollution, energy consumption/climate impacts from such large building footprints, visual impacts, and limited potential for adaptive re-use of such structures if in the future they are no longer needed for storage of goods.

In December of 2022, planning and economic development staff took their concerns to City Council and recommended that an emergency six-month moratorium be adopted to prevent the submission of any new pre-applications or land use applications for warehouses larger than 100,000 square feet to allow staff time to study these new types of warehouses and understand the physical, operational, and economic differences from traditional wholesale warehouses - as well as key differences in impacts - to inform possible new use and development standards. Because state law only allows land use moratoriums for six months at a time, staff indicated that one six-month extension would be needed to ensure sufficient time to complete needed analysis, public engagement, and development of code amendments.

On December 12 following an executive session, City Council at their regular meeting adopted an emergency ordinance on new large warehouse applications, and the emergency ordinance was affirmed by City Council following a public hearing as required by state law, on January 23, 2023. Three amendments to the initial moratorium ordinance were requested by City Council, which were adopted by ordinance on February 6, 2023, including: 1) an exemption from the moratorium for the Port of Vancouver; 2) increase in the size of warehouses subject to the moratorium from

100,000 square feet to 250,000 square feet and larger; and 3) an exemption from the moratorium for any storage for a publicly-traded product, if formalized through a development agreement.

On June 5, 2023, following a public hearing, City Council approved a six-month extension of the moratorium but also encouraged staff to propose any code amendments as soon as possible so the moratorium may be terminated sooner. The moratorium will end on December 6, 2023.

Over the past ten months, staff has consulted with warehouse industry experts and engaged in a series of meetings with environmental advocates and business stakeholders including the Port of Vancouver and representatives from existing warehouse facilities, as well as the Planning Commission. Planning staff have tried where possible to incorporate input on specific code language to make the ordinance clearer and to balance the stated objectives of City Council with industry, neighborhood and environmental perspectives. Proposed climate action-related measures are somewhat modest, in anticipation of more comprehensive Green Building Standards - which will likely apply to all uses - being developed and adopted in the near future.

The draft code changes presented to City Council for consideration will accomplish several key objectives which are in alignment with the intent of the moratorium and prior Council direction:

- Warehouses larger than 250,000 square feet in a single building would be prohibited in the IL, Light Industrial District which tend to be closer to residential districts. Such warehouses would however be allowed as a limited use in the IH, Heavy Industrial District (effectively only in the Port of Vancouver or Columbia Business Center due to parcel size constraints elsewhere) where they are more compatible with surrounding uses and further away from residential districts and would need to meet certain proposed additional development requirements;*
- The maximum lot coverage standard (e.g., the percent of land that may be occupied by a building) would be reduced from 100% to 75% for all warehouse/freight movement uses in recognition that because a portion of the site is needed for parking, truck loading and maneuvering, storm water detention, tree plantings, etc., it is not possible for buildings to occupy 100% of a given site;*
- Warehouses larger than 250,000 square feet in the IH District would be subject to special development standards that: prohibit truck traffic along Fruit Valley Road, reduce the minimum parking requirement, reduce the maximum lot coverage, and require certain climate action measures such as: solar-ready roofs (weight load capacity and electrical), EV charging stations at 20% of parking spaces, truck dock charging conduit and wiring, white-colored roofs to reduce heat*

storage, skylights or clerestory windows to allow natural light, prohibit truck idling, architectural features (such as windows, darker colors, articulation of façade, etc.), a 10% increase in tree plantings over other industrial uses (33 tree units per acre) and 25-foot wide treed buffer if adjacent to public streets to reduce visual impacts; and

- The minimum required number of parking spaces for all warehouse and distribution facilities would be reduced from 1 space for every 2,000 square feet of building area to 1 space for every 5,000 square feet of building area, in recognition that warehouses are increasingly becoming more automated and may need less parking for employees. Reducing the amount of paved surfaces improves storm water and climate outcomes (less heat retention) and creates more space for tree plantings.*

Staff has engaged with stakeholders and the public throughout the past ten months. including Alliance for Community Engagement (ACE), Identity Clark County (ICC) Business Group, Port of Vancouver, Fruit Valley Neighborhood Association. Information regarding the project has been published to the City's BeHeard website, and more recently, postcards were mailed to each residential address in the Fruit Valley Neighborhood. The proposed code has been modified in many areas in response to comments received from all stakeholders.

The Planning Commission held two workshops to discuss the proposed code amendments on July 25 and September 12, 2023, respectively. On October 24, 2023 following a duly-noticed public hearing, the Planning Commission unanimously recommended approval of the proposed amendments to City Council.

The City Council has held four workshops on the draft code amendments and moratorium and has held two public hearings related to the moratorium.

Request: On November 13, schedule the proposed Warehouse Code Amendments to VMC Title 20 Land Use and Development Code for a public hearing on November 20, 2023.

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

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

Motion approved the request.

7. Ad Valorem Taxes for 2024

Staff Report: 208-23

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2023/2024 Budget for the City of Vancouver; providing for an effective date.

Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2023-2024 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2024 real and personal property tax levy as \$78.5 million, which includes a preliminary estimate of \$1,182,000 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2023.

City staff recommends that Council approve ad valorem taxes in the amount of \$88.5 million, which is needed to fund the City's 2023-2024 biennial budget. Of the total, \$78.5 million is for General Fund purposes, and \$10 million is for the Affordable Housing Fund. Approving ad valorem taxes of \$88.5 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State law. Staff anticipates that the final certified levy will be between \$86.5 million and \$87 million in 2024. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Request: On November 13, 2023, approve ordinance on first reading, setting the date of second reading and public hearing for November 20, 2023.

Anthony Glenn, Treasurer, 360-487-8493

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

Motion approved the request.

8. Property Tax Levy for 2024

Staff Report: 209-23

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2024 levy calculations is 3.67%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy, which is the maximum increase allowed. Based on last year's General Fund levy of \$73,497,675.67, the increase will be \$734,976.76. Authorization of this increase requires a simple majority vote of City Council.

On February 8, 2022, registered voters who reside within the City of Vancouver approved Proposition No. 2 which permanently increased the property tax levy rate beginning in 2023. This money is dedicated to fire and emergency services and facilities and the 2023-2024 budget added expenditures consistent with Proposition 2.

Staff estimates that the City's General Fund property tax levy rate (inclusive of the Proposition No.2 Levy LID Lift) in 2024 will range between \$2.00 per \$1,000 of assessed value to \$2.10 per \$1,000 of assessed value, compared to the actual 2023 General Fund property tax levy rate of \$2.17 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 6.75% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2023 \$463,700	Levy Rate 2023 \$2.17 (per \$1,000 assessed value; General Fund Levy only)	2023 City Property Tax = \$1,006.23
Assessed Value 2024 \$495,000 (assumes assessed value increases 6.75%)	Estimated Levy Rate 2024 \$2.05 (per \$1,000 assessed value; General Fund Levy only)	2024 City Property Tax (hypothetical) = \$1,014.75
AV increases 6.75%	Levy Rate declines	Annual tax increase \$8.52 for this example taxpayer*

*If the assessed value of the resident's property as a percentage increased by less than 6.75%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2023. If the assessed value of the

resident's property increased by more than 6.75% from the previous year, the increase in the annual taxes would be slightly higher.

Some community members may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates close to \$545 million of new construction, which translates into \$1,182,000 of additional City property tax revenue, which is slightly more than the \$1,165,000 received for new construction values for 2023 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Request: On November 13, 2023, approve the ordinance on first reading, setting the date of second reading and public hearing for November 20, 2023.

Anthony Glenn, Treasurer, 360-487-8493

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

Motion approved the request.

9. Preservation Of Levy Capacity for Exempt Property for 2024

Staff Report: 210-23

AN ORDINANCE authorizing an increase in tax levy pursuant to RCW 84.55.120 and an increase in limit factor for maximum levy capacity pursuant to RCW 84.55.092.

On February 8, 2022, the voters of the City approved Proposition 2 at a special election authorizing a permanent levy lid lift to fund fire and emergency services. Proposition 2 also provided that the property of qualifying seniors, veterans, and others would be exempt from paying the increased property tax rate associated with the levy lid lift, pursuant to RCW 84.36.

Annually, properties that qualify for the exemption allowed under RCW 84.36 will change. In order for the County Assessor's Office to calculate the highest lawful levy of all properties and include in future years the properties exempt from the tax approved by Proposition 2, pursuant to RCW 84.55.092, Council must approve an ordinance to authorize the Clark County Assessor's Office to authorize a property tax increase against the property not subject to the levy lid lift when calculating the highest lawful levy and authorize the limit factor be applied to the excluded property, which in 2024 will be 1.0%. This preserves levy capacity for the overall highest lawful levy calculation and allows the County Assessor to include the limit factor on the properties that were excluded, if they move out of the exempt status.

Based on last year's General Fund levy for excluded properties of \$603,307.82, the 1.0% increase recommended by staff represents an increase of \$6,033.08.

Approval of this ordinance will protect future levy capacity by removing the adverse consequences to the City's future levy capacity resulting from the levy reduction authorized in Proposition 2.

Request: On November 13, 2023, approve ordinance on first reading, setting the date of second reading and public hearing for November 20, 2023.

Anthony Glenn, Treasurer, 360-487-8493

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

Motion approved the request.

10. Appointments to the Lodging Tax Advisory Committee

The purpose of the Vancouver Lodging Tax Advisory Committee is to make recommendations to the Vancouver City Council regarding expenditures of lodging tax revenue for the purpose of tourism promotion and the marketing and operations of special events and festivals.

Committee 2 recently interviewed candidates for four, full-term positions on the Lodging Tax Advisory Committee for seats representing staff, board members or volunteers from organizations or activities that are authorized to be funded by the Lodging Tax. Committee 2 recommends the reappointment of Jennifer Kenney and the appointment of Temple Lentz, Ryan Hart, and Janet Kenefsky, with terms beginning immediately and expiring September 30, 2025.

If there are no objections, we would like to make this appointment at the Monday, November 13, 2023, Council meeting.

Request: Reappoint Jennifer Kenney and appoint Temple Lentz, Ryan Hart, and Janet Kenefsky to the Lodging Tax Advisory Committee to terms beginning immediately and expiring September 30, 2025.

Council Committee 2

Motion approved the request.

11. Approval of Claim Vouchers

Request: Approve claim vouchers for November 13, 2023.

Motion approved claim vouchers in the amount of \$7,893,017.68.

Public Hearings (Item 12)

12. Heights HX District Code Amendments

Staff Report: 200-23

AN ORDINANCE of the City of Vancouver relating to changes to the Chapter 20.670 of the Vancouver Municipal Code (VMC), The Heights (HX) Plan District, amending VMC Section 20.670.030(B), VMC Figure 20.670-2; VMC 20.670.040(A)(2), VMC Table 20.670.040-2; VMC Sections 20.670.040(A)(7), 20.670.040(B)(4), and 20.670.040(D)(1) and adding VMC Section 20.670.040(L); allowing for severability; and providing an effective date.

The Heights (HX) Plan District code was adopted in 2021 following City Council's approval of the Heights District Subarea Plan in 2020. As part of the implementation of the Heights District Plan, staff have identified several updates to the Heights HX Plan District code necessary to ensure future development meets the Plan goals and intent.

Proposed changes to the Vancouver zoning code text or map not involving Comprehensive Plan changes may be considered at any time, subject to public hearing review before the Planning Commission and City Council. Code amendments were previously brought to the Planning Commission on March 14th and July 25th and to Council on April 10th and August 21st, and both bodies indicated overall support for the code refinements. Staff returned to the Planning Commission with the package of code refinements for a public hearing on September 26th. Attached is a copy of the Planning Commission Staff Report. The Planning Commission unanimously recommended that Council approve the code amendments.

Summary of Proposed Plan Refinements and Code Changes

Proposed refinements to the Tower Mall Redevelopment Area (TMRA) Plan include the following:

- Relocation of the Civic Plaza east to front Devine Road and be visible from the Mill Plain Boulevard, thus improving both access and visibility to this major public gathering area. As a major attractor, the Civic Plaza is an opportunity to promote ground-floor uses to create a retail, dining, and entertainment destination and a focus for activity in the district.*
- Realignment and extension of the Grand Loop to promote its identity and increased use by connecting to the Greenbelt Park and planned walk and bike facilities along MacArthur Boulevard.*
- Relocation of the Neighborhood Park to promote increased visibility, use and function and a clear and identifiable “entry gateway” to the Grand Loop. Future development provides active edge uses surrounding the park that increase the value and function of redevelopment properties.*

Proposed code changes will amend The Heights (HX) Plan District, VMC 20.670 to align with refinements to the Tower Mall Redevelopment Area (TMRA) Plan as detailed above.

These modifications include:

- 1. Update the Ground Floor Use Map, Figure 20.670-2 consistent with the Master Plan refinements for street layout and block formation.*
- 2. Modify the Ground-Floor Use Regulations by Frontage Type to promote active retail, entertainment, and dining oriented to the Civic Plaza.*
- 3. Adjust portions of text to maintain consistency and delete some unclear or non-essential narrative.*
- 4. Add a new standard to regulate off-street parking access by limiting vehicle, pedestrian, and bicycle conflicts and promoting better non-motorized access and use of the Grand Loop.*

The above referenced code modifications were presented to Council at a workshop on April 10, 2023. Thereafter, as part of discussions about the project with interested developers, staff were informed that buildings in the District Gateway subdistrict that do not abut residentially zoned properties cannot develop to their intended building height of four stories and include ground floor commercial due to the requirement in VMC 20.670.040 B 2 that the ground floor of buildings must have a minimum of 16 feet floor to floor height. Increasing the overall building height to address this allows for mixed use buildings that include ground floor retail and three stories of housing above and maintain a consistent pedestrian retail experience as envisioned in the Heights District Plan. This change resulted in additional code updates detailed below that were presented to Council at a workshop on August 21, 2023.

5. *Increase maximum building height in the District Gateway subdistrict from 50 feet to 55 feet for properties not abutting residentially zoned properties.*
6. *Differentiate the definition of commercial frontage between active uses surrounding the Civic Plaza and Devine Road and all other commercial uses allowed in the Heights HX Plan District code, except office. Thus, creating two definitions of commercial frontage in VMC 20.670.030 B. Ground Floor Use Regulation by Frontage Type to allow maximum flexibility.*
7. *Modify the Ground-Floor Uses diagram to account for the two definitions of commercial frontage, explained in bullet number 6 above.*

-
At the first reading on November 6, 2023 Council passed a motion to include childcare facilities as an allowed use under the Active Commercial ground floor use types. Staff has updated the Ordinance to reflect this. To clarify, childcare center is a permitted use throughout the District under Commercial and Mixed-use Districts Use Table in VMC 20.430.030-1.

Request: On November 13, 2023, subject to second reading and a public hearing, approve the ordinance.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

Amy Zoltie, Real Estate Project Manager, provided an overview of the Heights HX District Code Amendments.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance 4424.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Humane Society Contract

Lon Pluckhahn, Deputy City Manager, discussed the Humane Society Contract.

Historic Reserve Lease Agreement

Lon Pluckhahn, Deputy City Manager, discussed the Historic Reserve Lease Agreement.

Adjournment

8:17 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: City Council Meeting 11/13 Submission of document
Date: Monday, November 13, 2023 9:58:54 AM
Attachments: [Loss Recreation Area Plan Required.pdf](#)

From: [REDACTED]
Sent: Monday, November 13, 2023 9:50 AM
To: City Council <council@cityofvancouver.us>
Cc: Cook, Nena <Nena.Cook@cityofvancouver.us>
Subject: City Council Meeting 11/13 Submission of document

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

I will be speaking on number 8 Property Tax Levy for 2024

Excessive use of City service and future Expenditures
Attachment: Loss Recreation Area Plan Required.pdf

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Consent Agenda #6 - 11/13/23 - Warehouse Code Amendments
Date: Monday, November 13, 2023 12:45:29 PM

Hi Sarah!

Happy Monday, We got this in the CMO inbox

-Amelia

From: Cathryn Chudy <[REDACTED]>
Sent: Monday, November 13, 2023 12:01 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Consent Agenda #6 - 11/13/23 - Warehouse Code Amendments

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Mayor, Council members and staff,

I appreciate the time and effort that has been put into Warehouse Code Amendments, and have been part of comments submitted by our Alliance for Community Agreement, which I hope you will continue to take into consideration. It was disappointing that the Planning Commission sidestepped this input and proceeded to recommend what had been submitted to them to the Council for the final hearing.

It is discouraging that the business and development community succeeded in persuading Council to change the threshold for the "largest" buildings that then became the only buildings that will be governed by the Warehouse Code Amendments you are poised to potentially adopt on Nov. 20th. It is a questionable consolation that future ordinances are planned, that will have some effect in reducing carbon emissions in new buildings in Vancouver, since the urgency of doing all we can do, sooner rather than later, is becoming increasingly evident. The Climate Framework was a good start, but actions speak louder than intentions to do more in the future. And the forces that are advocating "business as usual" are poised, as always, to intervene to slow the pace of reasonable climate protection standards that are necessary now rather than later if we are to ensure the intentions formalized in our Climate Action Framework are to become realized.

You as Council members hold the key to asking the questions and providing the ultimate direction that will either move our "Climate Action Framework" action steps forward meaningfully in good faith, or rely on good intentions but fall behind under the influence of "business as usual" thinking that remains overly cautious instead of proactive and timely.

As always, thank you for all you do!

Cathryn Chudy

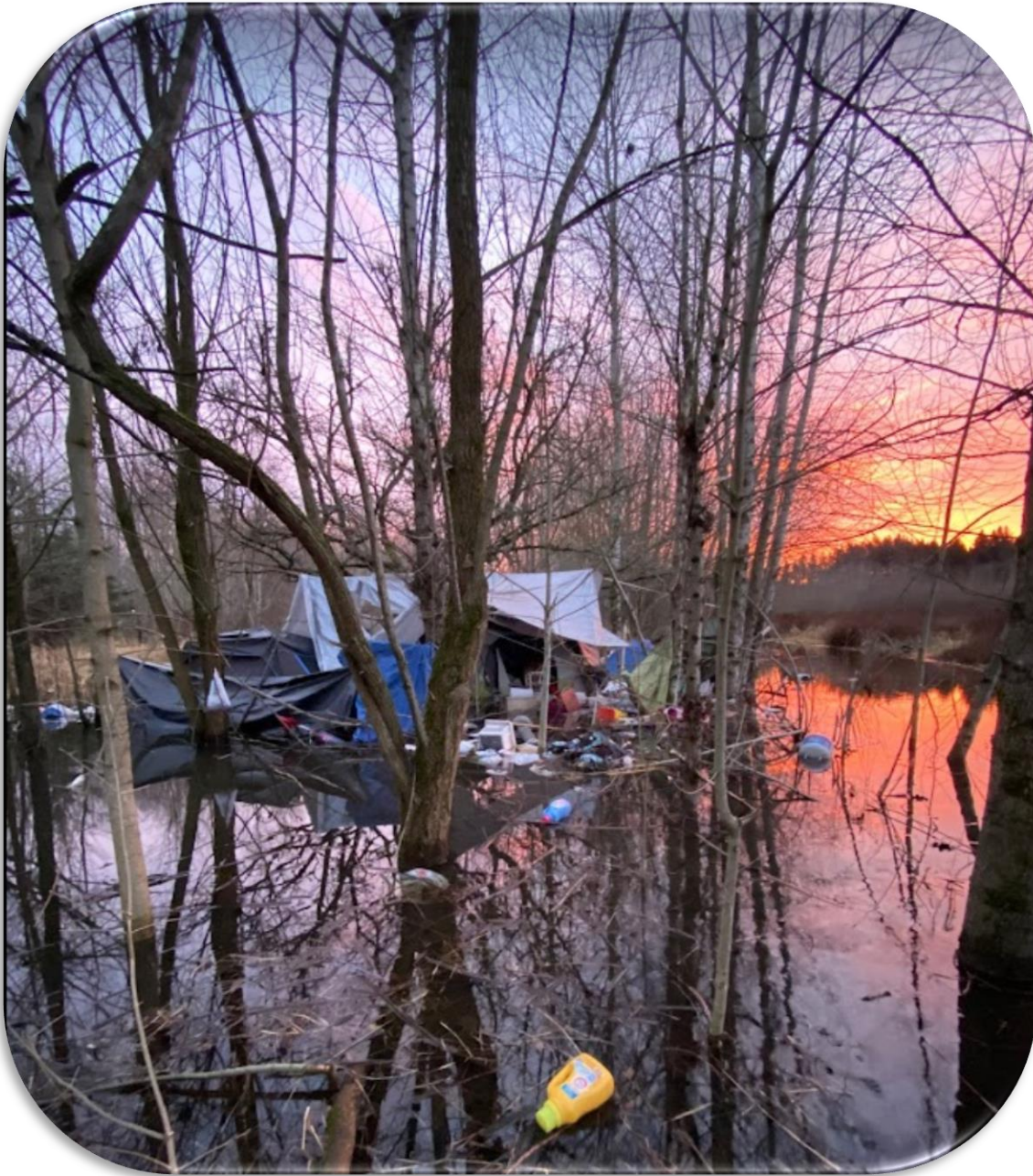
Vancouver resident

Peter Bracchi

June 1, 2022

Request

We have a need for a land restoration and water pollution mitigation Plan for the Burnt Bridge Creek Watershed Critical Area.



This document is designed to be viewed Electronically - Titles and Pictures contain Hyperlinks

Environmental Summary

Burnt Bridge is a regulated waterway it does not meet the Washington Department of Ecology standards for fecal coliform bacteria, temperature, acidity, and levels of dissolved oxygen. By not meeting the state standards, it has placed Burnt Bridge Creek on the federal 303(d) list of water quality impaired waterbodies.

The City is failing to bring Burnt Bridge Creek into compliance with state water quality standards.

Along the BBC trail most of the Land in the Critical Area belongs to the City of Vancouver and designated for Recreation. Land Zoning is *Park, Open Space, Greenway, or Lettuce Field*.

The quality of Stream water is related to Land Use Quality and Pollution.

What are Critical Areas

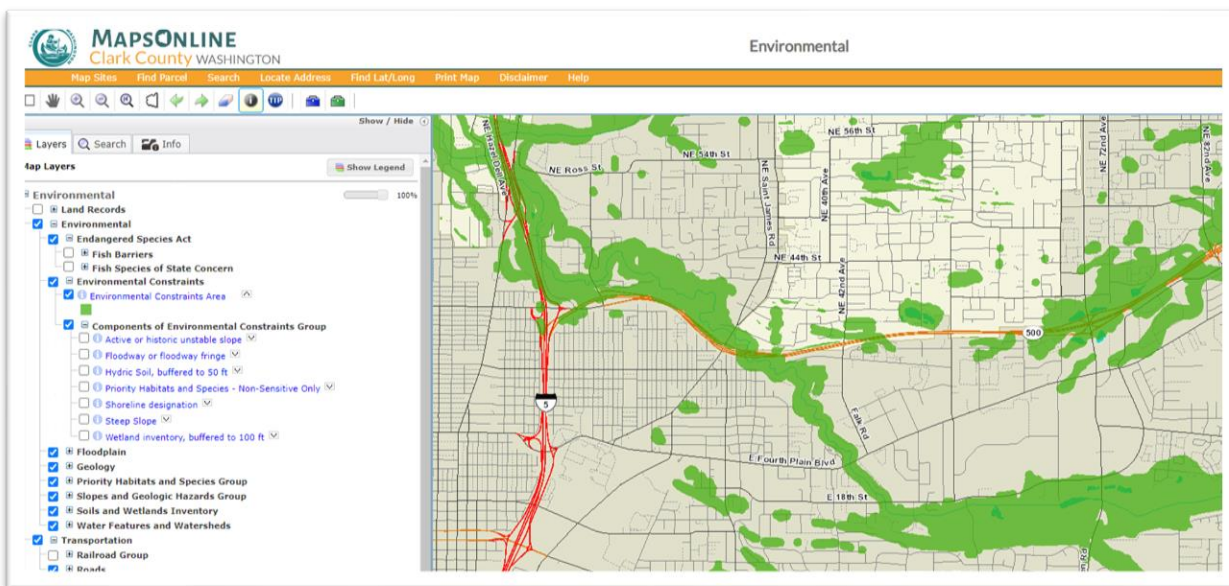
The Growth Management Act (GMA) requires all cities and counties in Washington to adopt regulations protecting “critical areas” in order to preserve the natural environment, wildlife habitats, and sources of fresh drinking water.

Protecting critical areas also helps reduce exposure to risks, such as landslides or flooding, and maintains the natural elements of our landscape. It can be costly, or even impossible, to replace critical area functions and values once they are lost.

RCW 36.70A.030(5) defines five types of critical areas:

- 1) Wetlands
- 2) Frequently flooded areas
- 3) Geologically hazardous areas
- 4) Fish and wildlife habitat conservation areas
- 5) Areas with a critical recharging effect on aquifers used for potable water

Environmental Constraints layer – summary of Items 1-4



Problem Description

The City of Vancouver Failed to perform a SEPA study when [Camping Laws](#) were initiated or update. The City has, and still allows camping within the Critical Area.

The [State Environmental Policy Act](#) (SEPA) process identifies and analyzes environmental impacts associated with governmental decisions. These decisions may be related to issuing permits for private projects, constructing public facilities, or adopting regulations, policies, and plans.

The SEPA review process helps agency decision-makers, applicants, and the public understand how the entire proposal will affect the environment

By the City failing to perform the required SEPA Study, the result has been Environmental Destruction to the Critical Area with additional Fecal Matter and Water Pollution to the existing 303(d) list stream.

Potentially Harmful Materials from continuous habitation and Fires been a contributing problem. Stream shade has been reduced by the Cutting of Trees. Silting has Increased due to digging, vegetation removal, Tree cutting and habitation on steep slopes.

Critical Area land has had residential occupation for the last 6 years. The land has had the ground cover removed and trees cut down to establish cleared living areas. The result has been years of Environment Devastation, water pollution and increased devastation caused by Fires, and Water Pollution.

The City is failing to meet it Commitment to Clean Water

The City is failing to meet its Commitment to "Not Net Loss" to Critical Areas

The City is failing to enforce it own City Codes for Environmental Protection

15.04	Park Code
15.04.040	Removal or Destruction of Park Property
15.04.100	Depositing Litter
15.04.110	Fires
15.04.150	Closing Hours--Unlawful Entry
8.22	Camping
8.22.040	Unlawful Camping
8.22.050	Unlawful Storage of Personal Property in Public Places
14.26	Water Resources Protection
14.26.115	Prohibits "Municipal Waste Disposal Sites"
14.26.117	Discharges to Water Resources. "Potentially Harmful Materials"
20.740	Critical Areas Protection
20.740.020	General Provisions - No Net Loss of Functions
20.760	Shoreline Management Area

6 Years of Environmental Destruction & Water Pollution to BBC

[Shoreline Destruction and Pollution - East Side](#)



[Shoreline Destruction and Pollution West Side](#)



Frequently Flooded Areas

Bicycle Chop shop Camp. ground compacted, trees cut and Water Pollution



Clark County Geographic Information Services - Environmental Constraints Layer Flood Plain

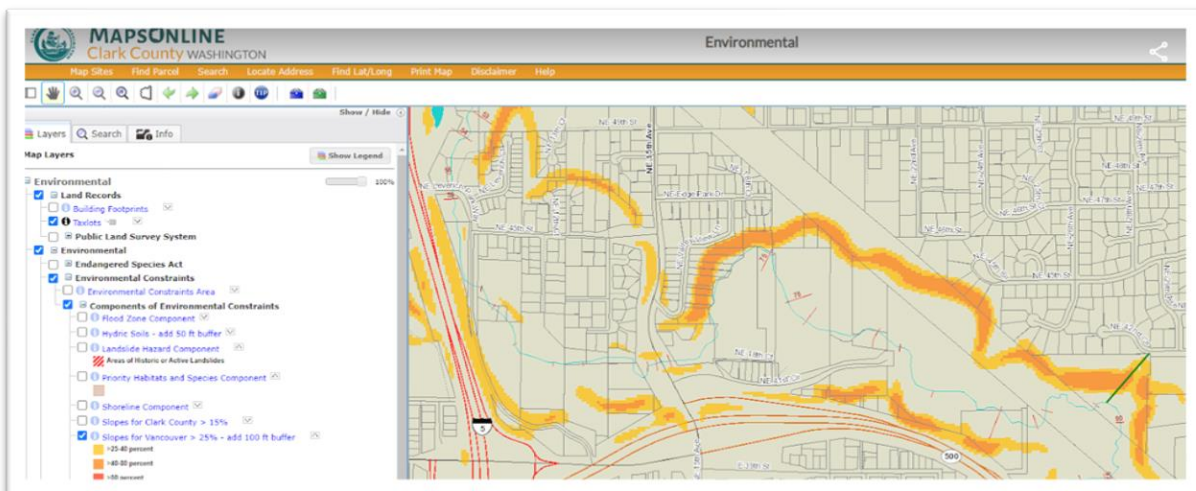


Geologic Hazzard Areas 6 Years of Environmental Destruction

Removal of Vegetation causes Erosion on Steep slopes, silting into creek

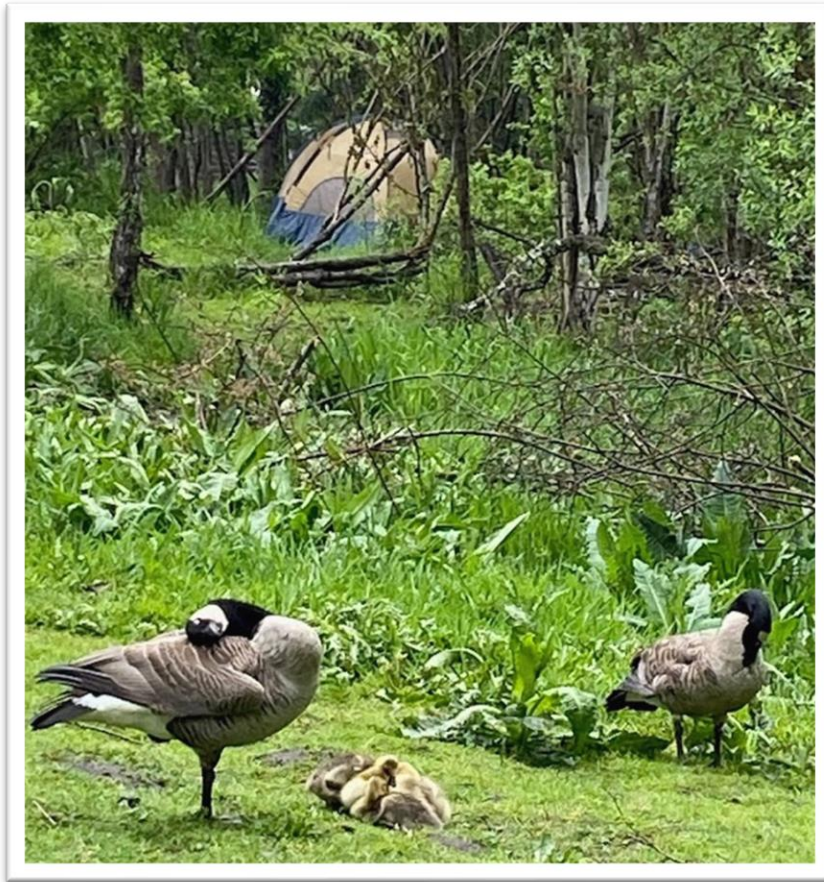


Steep Slopes 40%-80% along Burt Bridge Creek

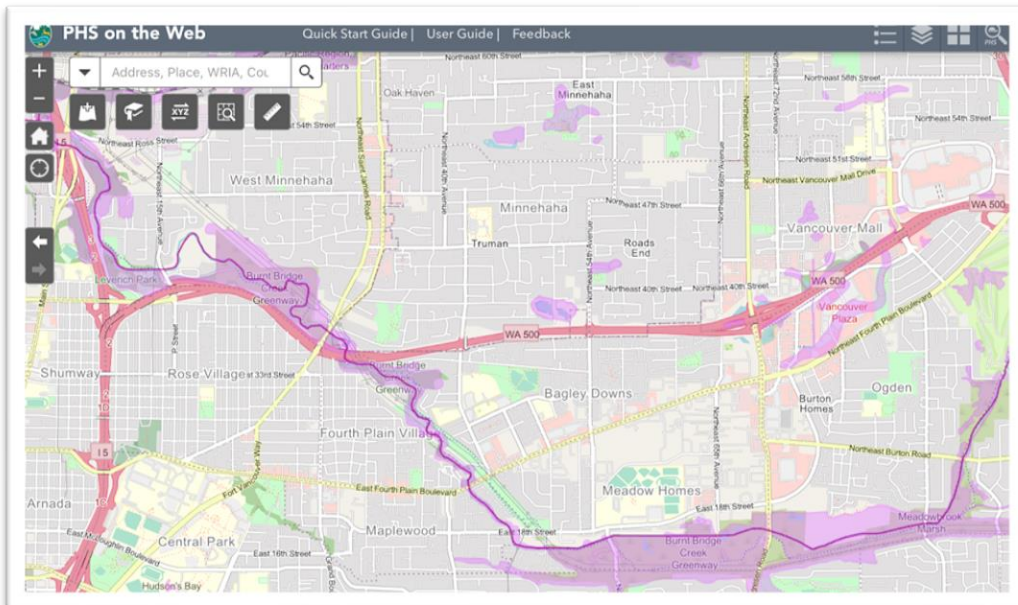


Priority habitat conservation areas over 6 years of Destruction

Priority Habitat Species Area



Map to Priority Habitat Species Area

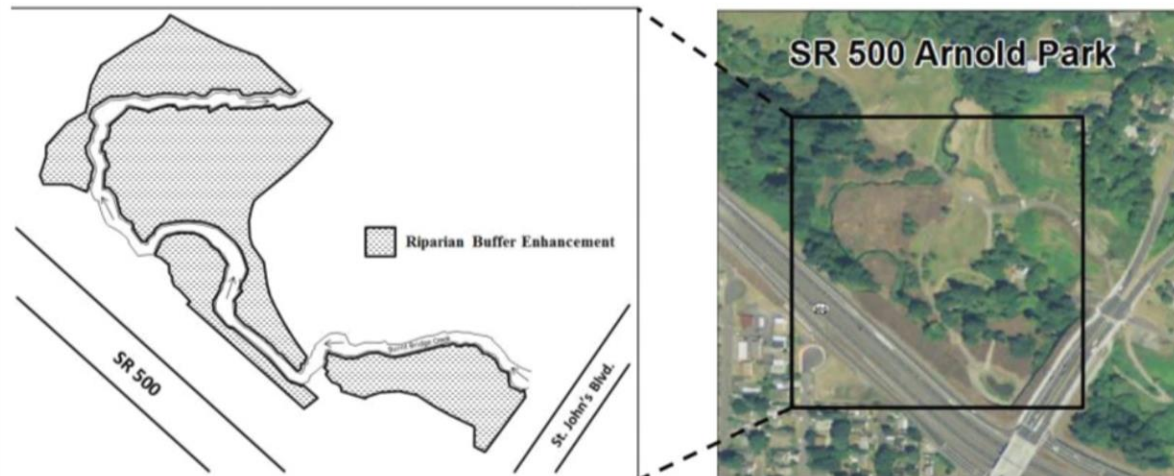


Arnold Park-Mitigation continuous destruction over 6 years

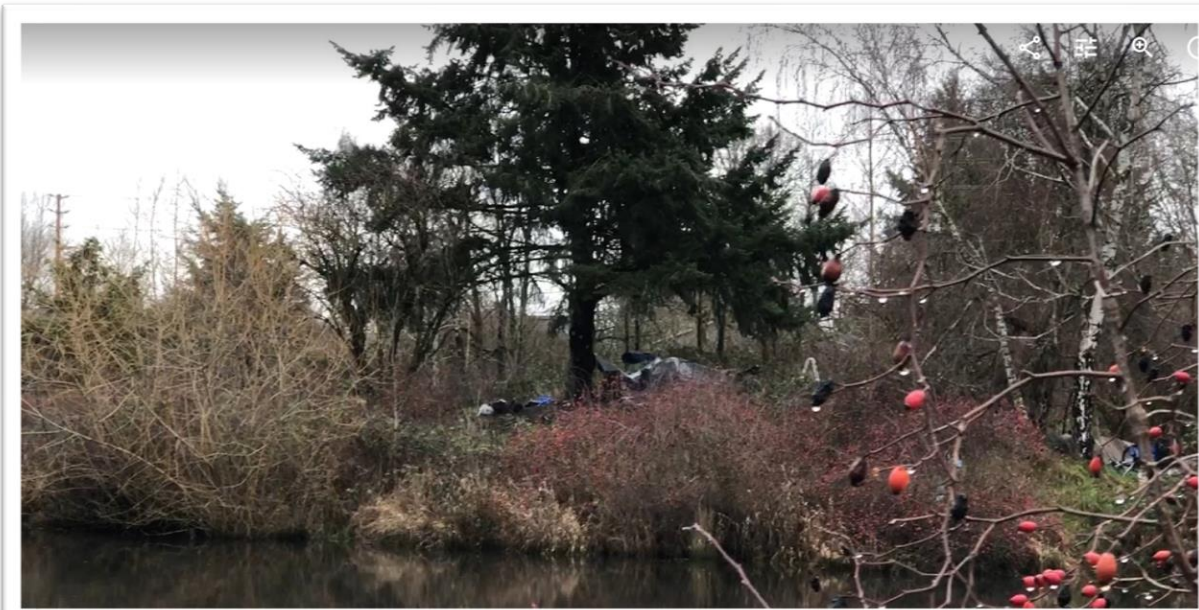
USACE NWP (23) NWS-2009-1104 - Southwest Region Wetlands Program

What is the 500 Arnold Park Mitigation Site?

This 4.42-acre mitigation site (Figure 1) is located along Burnt Bridge Creek west of St. John's Boulevard, north of SR 500, and entirely within Arnold Park. This site was created as partial compensation for impacts to 4.30 acres of disturbed riparian buffer due to mobility and safety improvements within the vicinity of the SR 500 and St. John's Boulevard interchange. The riparian enhancement area is located adjacent to and within the overall project boundaries, and shares the same watershed characteristics as the impacted areas. The site is designed to provide mitigation for lost wetland functions and is anticipated to provide stream shading, flood flow attenuation, water quality, and general habitat functions.



Meadowbrook Marsh Park Destruction and Pollution

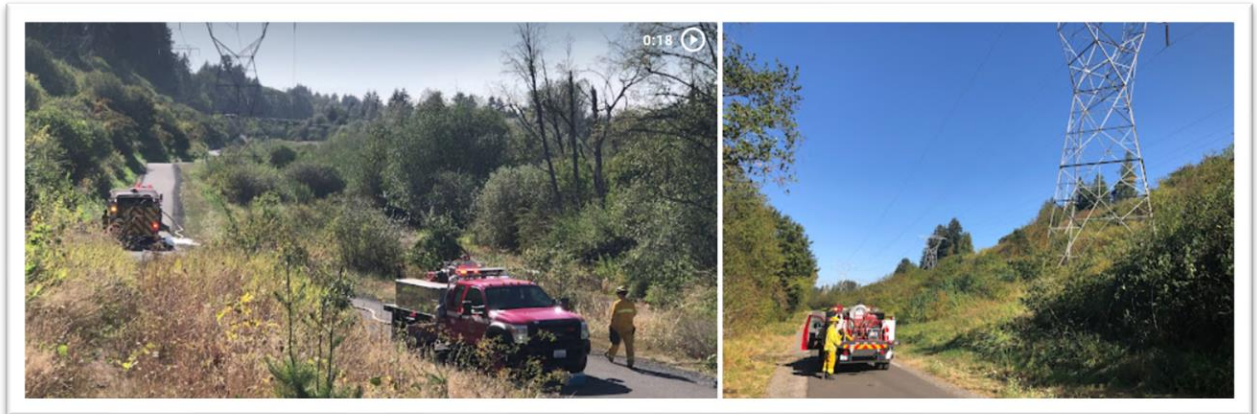


Continous Habitat lissues with FIREs over 6 years

[Fire in Anrold Park Mitigation Site](#)



[Fire in Riparian Area](#)



Continous Habitat Problems with FIREs over 6 years (continued)

SR500 Wetlands Fire - Riparian area



SR500 Wetland Fire Riparian Area & Steep Slopes



Pollution from Potentially Harmful Materials Into BBC over 6 years

[Chapter 14.26 WATER RESOURCES PROTECTION](#)

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

Petroleum products including but not limited to petroleum fuel and petroleum-based coating and preserving materials; oils containing PCBs; antifreeze and other liquid automotive products; metals, either in particulate or dissolved form, in concentrations above established regulatory standards; flammable or explosive materials; radioactive material; used batteries; corrosives, acids, alkalis or bases; paints, stains, resins, lacquers or varnishes; degreasers; solvents; construction materials; drain cleaners and other toxic liquid household products; pesticides, herbicides, fungicides or fertilizers unless applied in accordance with local, state and federal standards; steam cleaning and carpet cleaning wastes; pressure cleaning wastes; car wash water; laundry wastewater; soaps, detergents, ammonia; swimming pool backwash; chlorine, bromine, and other disinfectants; heated water; domestic animal wastes; sewage; recreational vehicle waste; animal carcasses, excluding salmonids; food wastes; collected lawn clippings, leaves or branches; trash or debris; silt, sediment or gravel; dyes; and untreated or unapproved wastewater from industrial processes

[Potentially Harmful Material Pollution in Critical Area](#)



Additional Fecal Matter pollution over 6 Years

Continuous habitation has contributed additional Fecal Matter into the problem 303(d) Creek that already has problem with Fecal Coliform Bacteria. *(no links to additional pictures provided)*



From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Trucker DESTROYS Electric Vehicle Narrative in Under 2 Minutes" on YouTube
Date: Sunday, November 12, 2023 11:37:47 PM

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https://youtu.be/SrDF-CQlzh8?si=QJTEm_W78hxG5Dtv send to city council members. Put on public record. Confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Electromagnetic Radiation + Wireless Litigation | Childrens Health Defense
Date: Wednesday, November 8, 2023 12:37:34 PM

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

https://live.childrenshealthdefense.org/chd-tv/shows/good-morning-chd/electromagnetic-radiation--wireless-litigation/?utm_source please send to council members and MELNECK. Put on public record and confirm that you. Thank you from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: RECALL Expansion: WanaBana Apple Cinnamon Fruit Puree pouches due to potential lead contamination
Date: Tuesday, November 7, 2023 1:53:05 PM

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Send to council members and MELNECK. Put on public record and confirm that you did.
Thanks from Wynn

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

From: **WA Department of Health** <waDOH@public.govdelivery.com>
Date: Tue, Nov 7, 2023, 9:42 AM
Subject: RECALL Expansion: WanaBana Apple Cinnamon Fruit Puree pouches due to potential lead contamination
To: <[REDACTED]>

All WanaBana Apple Cinnamon Fruit Puree Pouches Recalled

WanaBana is expanding its recall to include **all** Apple Cinnamon Fruit Puree Pouches regardless of expiration date and lot code due to possible lead contamination. Expanded recall also includes additional products retailed outside Washington state. The following products are subject to recall:

Product Description:

WanaBana Apple Cinnamon Fruit Puree Pouches

Use/Freeze/Sell by Date:

WanaBanaRecall



All expiration dates and lot codes



Product Description:

Outside Washington products: Schnucks brand cinnamon-flavored applesauce pouches and variety pack and Weis brand cinnamon applesauce pouches from specific lots.

Use/Freeze/Sell by Date:

See FDA investigation update for details on these products distributed primarily in Missouri and midwest states.

Product Distribution

These items were shipped online and to national retailers, including Dollar Tree and Amazon, which have been notified of the recall. We have requested additional distribution details and will provide when available.

Associated Illnesses

Between 10/17 - 11/1, 2023, there have been 7 reports of adverse reactions due to consumption of the recalled products. States with cases include Arkansas, Louisiana, Maryland, Missouri, North Carolina, and an unknown location.

Additional Information

The problem was discovered as part of a North Carolina investigation in pediatric cases of elevated blood lead levels. Analysis of the WanaBana Apple Cinnamon Fruit Puree pouches detected high concentrations of lead.

For additional information, see the initial company announcement on the FDA website at: [WanaBana Issues Voluntary Recall of WanaBana Apple Cinnamon Fruit Purée Pouches Due to Elevated Lead Levels | FDA](#)

FDA Investigation Update and Recall Expansion: [Investigation of Elevated Lead Levels:](#)

[Applesauce Pouches \(November 2023\) | FDA](#)

Lead is toxic to humans and can affect people of any age or health status. Children are particularly susceptible to lead toxicity. Most children have no obvious immediate symptoms. Parents and caretakers should consult a healthcare provider if a child may have been exposed to lead. Short term exposure to lead could result in the following symptoms: headache; abdominal pain; vomiting; anemia. Longer term exposure could result in the following additional symptoms: irritability; lethargy; fatigue; muscle aches or muscle prickling/burning; constipation; difficulty concentrating/muscular weakness; tremor; weight loss.

Consumer Guidance

The products have a long shelf life. Consumers are encouraged to check their homes and discard the recalled products. Recalled products should not be consumed.

Local Health Jurisdictions in Washington are not being asked to participate in any formal recall verification activities at this time, but appropriate staff should be aware of the food recall.

You are receiving this message because you expressed interest in receiving notification regarding food recalls affecting Washington state. This recall will be posted on our website shortly. To see other recent food recalls affecting Washington state, visit www.doh.wa.gov/foodrecalls.



To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email doh.information@doh.wa.gov

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DOH logo



From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: How Many People Died in the US during 2020, 2021 and 2022 because of ("From") Covid?
Date: Monday, November 6, 2023 4:18:06 PM

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Please send me the council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

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

From: Robert W Malone MD from "Who is Robert Malone"

[REDACTED]

Date: Mon, Nov 6, 2023, 6:21 AM

Subject: How Many People Died in the US during 2020, 2021 and 2022 because of ("From") Covid?

To: <[REDACTED]>

 [Who is Robert Malone](#) cross-posted a post from [First Principles with Dr. Sheftall](#)

 Robert W Malone MD, MS
Nov 6 · [Who is Robert Malone](#)

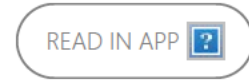
This substack addresses the fundamental falsehood which underpins all of the arbitrary and capricious actions of WHO and the US Government. The actions taken were all justified based on modeling estimates of 3.4% case fatality rate for SARS-CoV-2 infection. Having developed global and national response policies based on these grossly inflated numbers, the US Government then created perverse incentives for the medical system to over-report COVID-associated deaths. And as demonstrated by Dr. Sheftall in this essay, the gross over-estimates of death and disease associated with COVID have become weaponized via a coordinated global WHO and USG propaganda campaign. There must be accountability and consequences - a truth and reconciliation commission will not dissuade future bad behavior.

How Many People Died in the US during 2020, 2021 and 2022 because of ("From") Covid?

Our government and Johns Hopkins claimed 1.1 million

REID G SHEFTALL, M.D.

NOV 6



Take a close look at this histogram



It depicts the DEVIATION by month from the average number of deaths per 100,000 population during the time period 2015 - 2019 in Sweden for the years 2020 and 2021.

The first thing that struck me about this graph was that, in both 2020 and 2021, only about one fourth of the months had deaths per 100,000 *higher* than the average of 2015 to 2019.

In a PANDEMIC? You've got to be kidding! Then I looked at the worst month, April of 2020. The graph shows that SWEDEN, in that month, only experienced 26 excess deaths per one hundred thousand people.

$$26/100,000 = .00026 = .026 \%$$

In other words, at the worst time of the pandemic, the deaths per 100,000 people went up only 2.6 hundredths of 1 %.

That's what we stopped the world for.

Let's gather some more amazing information, this time using the entire graph.

Back to the first shocking fact... During the entire two years shown, in only six of the 24 months was the bar in positive territory while in 15 months there were actually fewer deaths than the average of 2015 – 2019, and in three there were essentially the same. And remember, this was when the much more virulent Wuhan strain

predominated. Carefully adding up the totals for the six bars above the line and subtracting the 15 bars below the line gives us 40 deaths total. Remember, we're counting per 100,000 population. Still, there are 24 months. $40/24 = 1.67$. In a country that eschewed lockdowns, masks, social distancing and school closures, an additional 1.67 out of 100,000 people died per month; an unnoticeable increase

That's .0000167 or .00167%. This is for Sweden, remember, the "control group" for the world. It means, per month, for the two worst years of the pandemic (2020 and 2021) and fighting the most virulent variant, the original Wuhan strain, only 1/6th of 1% of 1% died in excess of the average from 2015 – 2019 (before the pandemic existed). For Sweden... the country that eschewed lockdowns, mask mandates, and school closures, where women walked arm-in-arm down the street past bars full of screaming fans, beers in hand, to enjoy a dinner and a movie together in a crowded theater- I saw videos of all this on CNN- the pandemic would have come and gone without anyone noticing. This would have happened in any other country too, had their governments not locked down as China recommended and in the case of the United States, bribed hospitals to test everyone who came through the door and assign their admission to COVID-19 based on a completely faulty test, regardless of symptoms.

That's right. Only 1/6th of 1% of 1% per 100,000 more in a given month than died before the pandemic started! And it would have been a lot less if Sweden had not had such a mild flu season the previous winter, leaving many more than the average number of the very elderly and vulnerable to face COVID-19 when it did finally come.

Again, this is what Birx, Fauci and others shut down the entire world for AND for which they destroyed lives and forced a toxic vaccine into the arms of people (including children) who didn't understand this stuff and relied on them for guidance, with people like Peter Hotez saying the way Trump was managing the pandemic was a threat to our Homeland security. Really, Dr. Hotez? .0000167 per 100,000 people per month? The people who did this should be put in prison for life and everyone who profited from this crime should be forced to return the money a la the Bernie Madoff scandal beneficiaries.

... and I hate to add insult to injury for those who think this was a “once-in-a-century disaster” such as Bill Gates and many others including CNN and MSNBC Hosts, but all of this includes “with” as well as “from” COVID. In other words, a lot of those 1/6th of 1% of 1% people died of something other than COVID-19 but were recorded that way because they had a positive PCR test which, very likely, was a false positive. (Much more on this below).

How Many Actually Died FROM (not merely “with”) COVID in the United States?

Sweden’s population is 10.35 million which equals 103.5 x 100,000. So there are 103.5 “units of 100,000” there. The number of such units in the official U.S. population is 3,300. Taking Sweden’s number of 40 deaths/100,000 over the two years x 3,300 gives a total death count “with” and “from” COVID of 132,000 for the U.S. during 2020 and 2021, the same time that 840,000 deaths were assigned to COVID in the U.S.

There are a few reasons why our death count should be higher than Sweden’s. We are fatter and sicker in the U.S. That might account for 20 or 30 percent more in the U.S. but the U.S. total is about 6.5 times that of Sweden. What is going on? Why is there such a huge discrepancy?

The lion’s share of the difference is because we exaggerated our deaths in the U.S. Our government gave perverse monetary incentives to call a death a “COVID death” when a 40 cycle PCR was positive as Dr. Ezike pointed out so bravely, “Even when there was a clear alternative cause of death, if they tested positive for COVID, it was recorded as a COVID death”.

Take a look at this histogram: It shows guidelines for assigning the cause of death were changed on March 24, 2020 from what was used the previous 17 years such that by August 28, we had assigned 16.7 times as many deaths to COVID-19 than we would have if the guidelines hadn’t been changed. The number of people who died with and from COVID did not change- only the number of deaths assigned to COVID changed (because of the Guidelines change).



Back to the issue at hand- the number of deaths caused by SARS-2...

Sweden had a disproportionate number of deaths in their nursing homes, largely because they had a very mild flu season the year before and there were many vulnerable people still alive who would have normally succumbed a year earlier. Those patients were very old and fragile and had several co-morbidities. It is very hard to tell if a patient like this is dying of COVID or one of their co-morbidities. Sweden probably exaggerated their deaths also but to not nearly the same extent as the U.S. But either way, the large number of vulnerable after the weak flu season the year before caused Sweden's death toll to be inflated which using the logic above means the death toll in the US is overestimated in this calculation by a factor of $3300/103.5 = \sim 32$.

So how many people actually died in the United States during the three years 2020, 2021, and 2022? We calculated that 132,000 died in 2020 and 2021 with the Lion's share occurring in 2020. We also know the claimed to actual ratio for these two years equals $132,000/840,000 = .157$.

Taking this inflated ratio and multiplying it by the 2022 consensus number of deaths (among the people inflating the numbers the entire time), we get $.157 \times 250,000 = 39,000$ actual deaths in 2022 as the inflated result. We will use it to overestimate as opposed to underestimate the number. This makes the total deaths during the three years of COVID-19 equal $132,000 + 39,000 = 171,000$ "with" and "from" Covid.

This number must be adjusted down for several important reasons. First five governors sent contagious patients being treated in the hospital back to nursing homes where vulnerable patients lay in wait. In New York alone, this was estimated to have caused more than 25,000. Including the four other states, a conservative number would double this to 50,000. In addition, there were significantly-many iatrogenic deaths caused by inappropriate use of ventilators, the use of Remdesivir, and dehydration/neglect. Estimating all of these at 30,000 throughout the entire country is very conservative. (For those of you who think this occurred in the northeast only, think again. A busy ICU colleague of mine tells me that, in California, ventilators and Remdesivir were routinely used early on and continued to be used when patients pulled out the nasal cannulae delivering high flow O₂; the

correct treatment for low oxygen saturation caused by an endotheliitis.)

So the total number of deaths in the US during 2020, 2021, and 2022 was 171,000 – 80,000 = 91,000 or roughly three average flu seasons of 30,000 deaths per year and remember, this is “with” and “from” Covid. If you take away one third as being “with” Covid, that leaves~ 60,000 over the three years dying “from” Covid. This is about equal to three mild flu seasons averaging 20,000 deaths per year.

So we can take 60,000 as the upper limit of patients dying FROM Covid (not merely “with”). There is one more caveat one must consider because it is absolutely relevant to this discussion. It is my opinion that the majority of people who died FROM Covid actually died of bacterial pneumonia just as in the 1918 Spanish flu article pointing this out, authored by none other than Dr. Anthony Fauci.

It makes sense. Back then, we didn’t have the antibiotics necessary to treat bacterial pneumonia so those unlucky enough to get bacterial super-infections, died. We certainly have antibiotics now so what happened in 2020, 2021, and 2022? It is common knowledge that ER doctors told patients, who came in early in their course, to “go home and don’t come back until you have trouble breathing. There’s nothing we can do for you now.” This was because those doctors were prohibited from giving out prescriptions for ivermectin and hydroxychloroquine and didn’t think to treat patients with antibiotics because at that point, they hadn’t gotten bacterial super-infections yet. That happened during the 3 weeks they were home suffering with the viral infection and endotheliitis. If the ER doctors had known their history and put two and two together, they would have treated for a bacterial super-infection prophylactically I.e. pre-treated then for bacterial pneumonia but few, if any, did.

So many of the 60,000 who died FROM Covid actually died of bacterial pneumonia. We just don’t know exactly how many; up to 60,000 minus other causes secondary to spike protein pathology such as strokes, heart attacks, etc.

Covid would have come and gone without anyone noticing if the government hadn’t gotten involved with the idiotic policies some of which were put in place by people who knew better. In addition to this, there were recommendations made which made absolutely no sense and resulted in the deaths of some patients. Continuing to get injected with vaccines that were made for strains three or four generations previous

when you've had the disease and recovered is one such example of many.

Please share this post. The more people who understand this, the better.

Leave a comment

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Reid G Sheftall, M.D.

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Exposing Government Stupidity and Overreach in COVID, Climate Change by using first principles derivations to disprove unfounded notions

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From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Congresswoman Marjorie Taylor Greene Hearing on mRNA Shot Injuries with Special Witnesses
Date: Monday, November 13, 2023 8:57:58 AM

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Please, Send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

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

From: Robert W Malone MD from "Who is Robert Malone"

<[REDACTED]>

Date: Mon, Nov 13, 2023, 8:27 AM

Subject: Congresswoman Marjorie Taylor Greene Hearing on mRNA Shot Injuries with Special Witnesses

To: <[REDACTED]>

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Congresswoman Marjorie Taylor Greene Hearing on mRNA Shot Injuries with Special Witnesses

I will be there - 3:00 PM today

ROBERT W MALONE MD, MS

NOV 13



READ IN APP

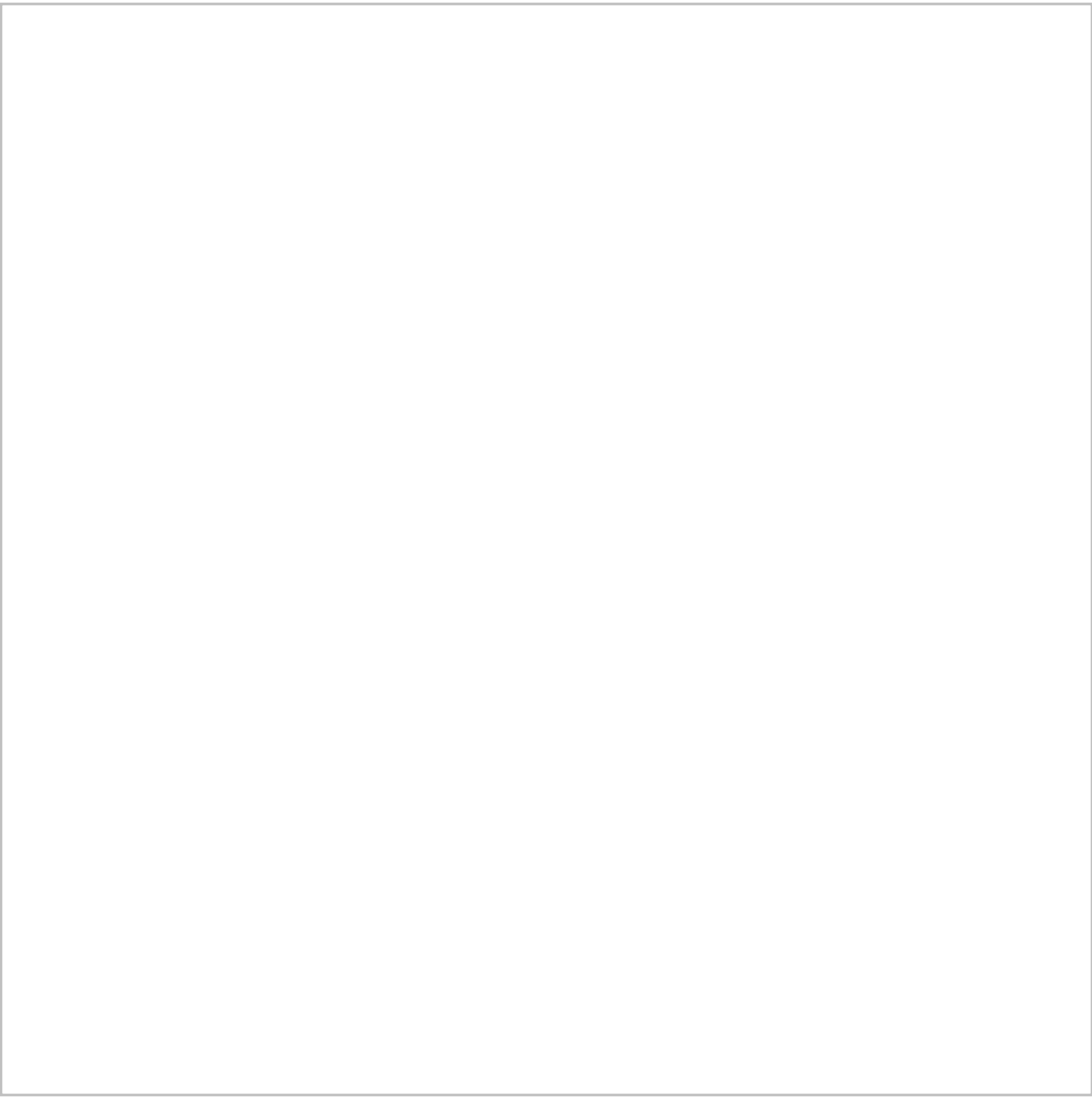


Today, November 13th, Congresswoman Marjorie Taylor Greene will hold a hearing on injuries caused by the COVID-19 vaccines with special witnesses.

WHO:

- Congresswoman Marjorie Taylor Greene (GA-14)
- Congressman Clay Higgins (LA-03)
- Congressman Barry Moore (AL-02)
- Congressman Thomas Massie (KY-04)
- Congressman Greg Steube (FL-17)
- Dr. Robert Malone
- Dr. Kimberly Biss
- Thomas Renz

WHEN: TODAY, November 13, 2023 at 3:00 PM WHERE: 2045 Rayburn House Office Building and streaming LIVE on YouTube



Today I will be testifying at Marjorie Taylor Greene's Congressional House Hearing on injuries caused by the COVID-19 Vaccines. MTG has been a true hero in this fight against mandates, masks, lockdowns and fighting for justice for those injured. She has been on our side for years.

I am proud to stand by her in this endeavor. She is one of the few members of Congress willing to stand up and fight.

The House COVID-19 commission, which MTG is on, is focused on one thing only- and that is the origins of the virus. While this is important to bring those responsible for the release of this man made virus to justice, it is not the only issue.

MTG is a fighter. MTG knows the harms done. She is working to expose them.

One can only hope that more will join her.

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From: no-reply@fvrl.org on behalf of [FVRL Public Copier](#)
To: [City Council](#); [REDACTED]
Subject: Scanned image from Fort Vancouver Regional Library
Date: Saturday, November 11, 2023 3:22:05 PM
Attachments: [FVRL_20231111_152213.pdf](#)

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Reply to: FVRL Public Copier <no-reply@fvrl.org>
Device Name: LC Public Copier
Device Model: BP-70C31
Location: LC

File Format: PDF MH(G3)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

CITY OF
Vancouver
WASHINGTON

Anne McEnery-Ogle Mayor
Bart Hansen · Ty Stober · Erik Paulsen
Sarah J. Fox · Diana H. Perez · Kim D. Harless

X Scanned X
Nov. 11, 23

**City Council Meeting Agenda
November 13, 2023**

to: council@cityofvancouver.us

and show
you did by
E-mailing me

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tap

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1-6

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From:

08/11/2023

To:

02/11/2024

Meeting Type:

Category:

Containing Text: ?

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Meetings Items

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Request: On November 13, 2023, subject to second reading and a public hearing, approve the ordinance.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

Communications

A. From the Council

B. From the Mayor

C. From the City Manager



Humane Society Contract

Historic Reserve Lease Agreement

Adjournment

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3-6

Disadvantage(s)

None

Budget Impact

Expenditures anticipated in conjunction with receipt of this grant have been included in the 2023-2024 Budget. Costs associated with this program are reimbursed by the CTR grant funding allotment.

Prior Council Review

None

Action Requested

On November 13, 2023, authorize the City Manager, or designee, to sign the Transportation Demand Implementation Agreement with the Washington Department of Transportation (PTD0832) and sign the 2023-2029 Commute Trip Reduction Intergovernmental agreement with Clark County and the City of Camas.

Olivia Kahn, Transportation Demand Management Coordinator, 360-487-7939

ATTACHMENTS:

- Consent agenda #1*
- ▣ 2023-2025 Commute Trip Reduction Administrative Work Plan
 - ▣ 2023-2029 Commute Trip Reduction Interlocal Agreement
 - ▣ 2023-2025 Commute Trip Reduction Grant Agreement

← No exhibits
A or B

4-6

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TO: Mayor and City Council
FROM: Eric Holmes, City Manager
DATE: 11/13/2023
SUBJECT Humane Society Contract

ALSO ON AGENDA
#1 THERE ARE NO
EXHIBITS A OR B

5-6

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November 2, 2023

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Contact: Jim Demmon, Video Services Manager, CVTV, 360-487-8706, jlm.demmon@cityofvancouver.us

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6-6

By Kimberlee Green Elbon

WHERE ARE THESE minutes and why are they not here? Reply

we 4 the 4 people@aol.com

will not click/tap - why?

CITY OF
Vancouver
WASHINGTON

Anne McEnery-Ogle Mayor
Bart Hansen · Ty Stober · Erik Paulsen
Sarah J. Fox · Diana H. Perez · Kim D. Harless

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Nov. 11, 23

**City Council Meeting Agenda
November 13, 2023**

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Will not
tap

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consent agenda #1

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6-6

By Kimberlee
Gordon Elbon

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PLEASE PUT THIS ON PUBLIC RECORD for the CCCouncil Meeting of November 14, 2023 AND reply that you did. Thank You. *pgs 1-6*

THIS IS THE PICTURE I FOUND ON THE FACEBOOK SITE FOR CVTV and it is ADVERTISING THE NEXT CLARK COUNTY COUNCIL MEETING TO TAKE PLACE ON NOVEMBER 14, 2023 AT 1PM !!! What a FULL COUNCIL and UN-ELECTED officials BUTT - I have yet to see this Clark County Council actually ALL there in one room !!!!!!! NOT GOOD TRANSPARENCY by CVTV in fact it's misleading and cause for change. Taken November 11, 2023 a Saturday.



Kimberlee Goheen Elbon

we4the4people@aol.com

DO NOT BLACK OUT My email !!!

1-6

*(1-12
TOTAL)*

also- make changes to correct my wording (*)

CLARK COUNTY COUNCIL
VERBATIM TRANSCRIPT OF AUGUST 15, 2023
SEPARATE BUSINESS: ORDINANCE (2023 Annual Reviews & Dockets)

The Council convened a hybrid meeting at the Public Service Center, 1300 Franklin Street, sixth floor, Vancouver, Washington. Councilors Gary Medvigy and Sue Marshall attended in person. Councilors Glen Yung, Michelle Belkot, and Karen Dill Bowerman, Chair, attended via WebEx.

SEPARATE BUSINESS ITEM #5 - COMMUNITY PLANNING (ORDINANCE)

The Council considered a request to approve an ordinance relating to land use adopting amendments to the Clark County 20-year Comprehensive Growth Management Plan 2015-2035; zoning map; arterial atlas map; comprehensive plan text; capital facilities plans; Capital Facilities Financial Plan; Countywide Planning Policies; and Clark County Code Title 40, through the 2023 annual reviews and dockets.

BOWERMAN: So is there any public testimony that anyone wishes to give from the audience or online on the Consent Agenda or Separate Business items?

PFENNING: We have a caller online. Caller, you've been unmuted or asked to be unmuted, please state your name for the record and go ahead with your comment.

GOHEEN-ELBON: This is Kimberlee Goheen-Elbon, life citizen of Clark County, Washington USA. I'm surprised that the Chair didn't know the Crossroads Community Church. Anyway, and I'm sorry that she's not there, it sounds like she's ill, maybe that's why she doesn't attend in person.

2

CLARK COUNTY COUNCIL
VERBATIM TRANSCRIPT OF AUGUST 15, 2023
SEPARATE BUSINESS: ORDINANCE (2023 Annual Reviews & Dockets)

So I'm going to be speaking on the consent items. Yeah. I was wondering, okay, we want to have public comment before you guys pass anything but I understand that I am out to try to wake up citizens to what's actually happening.

So with that said, I'm going to go to the minutes, excuse me, to the submitted comments. One of them was from Friends of Clark County, evidently there's a lawsuit against Clark County, I think more people should join in this, the public, the citizens, that's what we've been trying to do wake up Clark County to this.



Re-Screw

It's American ~~Beccc Group~~ Plan that's following with treasonist Biden, this is all from all of that, the Growth Management Plan and all of that and this gentleman that wrote this, it's a very important letter that I want the public to read and take to heart as I believe we should do what our forefathers said to do when we have a tyrannical government and so that's good that people are waking up.

As far as Number 4 I'm going to say the Whipple Creek, you're taking our farmland, there's water on there I believe, a river and stuff, you guys stop taking our farmlands. We want our property, you're taking our heritage away of being a country, country setting of a heritage here and we're going to stop you,

3

CLARK COUNTY COUNCIL
VERBATIM TRANSCRIPT OF AUGUST 15, 2023
SEPARATE BUSINESS: ORDINANCE (2023 Annual Reviews & Dockets)

it's been 30 years, isn't that long enough, I think so.

So stop following treasonist Biden's growth management and the
American ~~Reece~~ ^{Re-Screw} Plan which uses our hard earned tax dollars and
you guys are doing it all through this agenda, every agenda. You
guys are following an unelected city or County Manager that is
following a United Nations agenda.

You say you're not involved with Vancouver but here in your
agenda you put Vancouver in there and you are, you've put in the
past you're not tied into Vancouver and their illegal agendas
for the United Nations at the ICLEI and you lied and you said,
nope, we're not tied in but here you are you're tied in, I knew
you were, so there you go.

Stop following the, you don't have to follow the Growth
Management Act, a lot, some of the counties here in Washington
State don't. And I noticed that on your [?] under Plans that you
guys did not exercise the ability to opt out of the GMA plan, so
that's not constitutional, we're going to have to fix that.

As far as, I've mentioned also numerous times before that all of
the presented maps that you guys put on and stuff, I could not
see any of the -- the maps were unreadable, the map, the legal
jargon and all there, in this particular one I believe it was

4

CLARK COUNTY COUNCIL
VERBATIM TRANSCRIPT OF AUGUST 15, 2023
SEPARATE BUSINESS: ORDINANCE (2023 Annual Reviews & Dockets)

Number 7, it might have been 6, I don't really remember --

—end. Citizens - Read the following
PFENNING: David McDonald, please -- *Comment also!*

BOWERMAN: Thank you for your testimony. And is there anyone else --

PFENNING: Yes.

BOWERMAN: -- online or in the hearing room who wishes to testify?

PFENNING: Yes, Chair. David McDonald, you're currently asked to be unmuted, please state your name for the record and go ahead with your comment.

MCDONALD: Council, can you hear me?

BOWERMAN: Yes, we can.

 MCDONALD: Thank you, Chair. My name is David McDonald, Ridgefield, M-c-D-o-n-a-l-d, for Ms. Holley. I filed just a short letter to comment on Item 6 on the Consent Agenda that just got moved to the Separate Business.

5

CLARK COUNTY COUNCIL
VERBATIM TRANSCRIPT OF AUGUST 15, 2023
SEPARATE BUSINESS: ORDINANCE (2023 Annual Reviews & Dockets)

One of the things that I ask in that letter was why this is on the Consent Agenda or Separate Business now and not at a public hearing. It was simply because last year the annual review was a public hearing, it was held on July 19th, 2022.

I went back and looked at CVTV tonight and also to the grid, there was notices originally given for July 6th that this would be a public hearing on the ordinance that was adopting the annual reviews and then that hearing was canceled due to the Councils determination that it wanted to have an additional hearing on Chelatchie Bluff.

They heard the Chelatchie Bluff hearing, public hearing on July 19th and then they adopted the Ordinance 2022-07-01 capital B as in Bravo which was the second ordinance that was presented to the Council based upon the approval of that Chelatchie Bluff CPZ which was I believe 2021-00006.

So my question was, I think a legitimate one, why we had a public hearing last year on all of these and we didn't have a public hearing this year. I don't know the reasons why and that was the basis for my question. As to my comments with regards to the Three Creeks, I'll standby what I have listed in the letter. Thank you very much. That concludes my comments.

submitted by Sean on Nov. 11, '23 a Saturday
Kimberlee Gochen Elder

Rider & Associates, Inc.

260.693.4111

6-6

DO NOT BLACK out my e-mail!

For almost three years now I have called in by noon to sign up for Speaking at the Vancouver City Council meetings and I have a few suggestions to implement for future Callers and Speakers.

1. Staff MUST identify themselves when a Citizen calls. I have found it is very very rare that staff will introduce themselves and I always ask to whom am I speaking to. The answer comes with what seems resentment and many times stubbornness to give their name !!! This Council and staff are to RESPECT Citizens at all times and answer with "Hello this is the Vancouver City managers office – this is (staff name) how may I help."
2. I'm suggesting that the deadline for sign-up is moved from NOON to three o'clock. It's not like there are very many Citizens involved YET to clog the docket. I know that the Clark County Council has no problem and in fact do not have a limited time to register.
3. I'm also requesting that this Council bring their own dinner and STOP using Hard Earned Tax Dollars to feast on - especially knowing you are 16 year members of the **UNITED NATIONS** !!!!!!!

Hard Earned **AMERICAN** Tax Dollars should NOT buy your dinner !\$\$

SHAME ON YOU.

Submitted by Life Citizen of Clark County WA USA -
Kimberlee Groheen Elbon


Do Not black out my E-mail!
104

"House of Medicine on Fire"

Dr. McCullough's Keynote Speech for Association of American Physicians and Surgeons

PETER MCCULLOUGH, MD

NOV 6

READ IN APP

By Peter A. McCullough, MD, MPH

People ask me what medical association should be supported in this time of crisis? There is only one chartered, physician organization that has been on side of patient medical freedom, early treatment, and caution on vaccine safety—The Association of American Physicians and Surgeons. Since 1943, AAPS has been dedicated to the highest ethical standards of the Oath of Hippocrates and to preserving the sanctity of the patient-physician relationship and the practice of private medicine.

Our motto, “omnia pro aegroto” means “all for the patient.”

I had the honor of giving the key note address “House of Medicine on Fire” at the annual meeting of AAPS on October 27, 2023. I cover a sweeping update on the pandemic, its origins, vaccine safety, the transgender crisis, dangerous medical groupthink and what can be done now. This is a continuing medical education accredited presentation which should be given in every medical school in the United States. Please share this with your physician colleagues and be sure to get their reaction and stimulate dialogue.

Outcomes after Early Treatment with Hydroxychloroquine and Azithromycin: An Analysis of 30,423 COVID-19 patients

Huge Outcomes Study Delivers Good News

Peter McCullough, MD

Nov 6

[READ IN APP](#)

[Listen to post · 3:24](#)

By Peter A. McCullough, MD, MPH

We perform prospective, randomized, double-blind, placebo-controlled trials to test drugs, vaccines, devices, and other products for safety and efficacy. Randomization is important since it handles: 1) selection bias, 2) all known and unknown confounders. Despite the hundreds of billions of dollars spent during the pandemic, we did not have an investment in large, multidrug prospective, randomized, placebo controlled trials or comparative studies to test the best drug regimens.

In the end, what patients care about is how they feel, function, and survive. When it came to COVID-19, whether randomized or not, if patients survived if they were in the optimally treated group. The only way to assess how a high-risk population fared in the pandemic is to report on a large sample of patients sick with COVID-19 with a large number of the outcome of of interest—death.

Brouqui et al reported from a French database of 30,423 COVID-19 patients of whom 535 succumbed to the illness. In great detail, the investigators report mortality according to ambulatory treatment received, hospitalization, and the course over the following six weeks.

<https://doi.org/10.1016/j.nmni.2023.101188>

As you can see, the most favored group was those who received the regimen of hydroxychloroquine and azithromycin early in the course of illness. Of the 30,202 patients for whom treatment information was available, 191/23,172 patients (0.82%) treated with HCQ-AZM died, compared to 344/7,030 patients (4.89%) who did not receive HCQ-AZM. All the other combinations received are reported in the figure.

Important points:

3-4

1. HCQ+AZM consistently reduced the risk of hospitalization and death
2. If hospitalized, those pre-treated with HCQ+AZM at home had a greater chance of survival

Critics say this was not a randomized trial. Patients say it does not matter, they just want to survive on HCQ + AZM! When the differences are this large, we go with what is working for patients, not a false narrative from the Bio-Pharmaceutical Complex deceiving the population on simple, safe, generic drugs.

Please subscribe to *Courageous Discourse* as a paying or founder member so we can continue to bring you the truth.

Upgrade to paid

Courageous Discourse™ with Dr. Peter McCullough & John Leake is a reader-supported publication. To receive new posts and support my work, consider becoming a free or paid subscriber.



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

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

November 20, 2023

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/36031?startStreamAt=0&stopStreamAt=6095

3:30-4:30 p.m. 2024-2029 Capital Improvement Program

Chris Malone, Public Works Finance & Asset Manager, 360-487-7711

Summary

Staff led Council through a discussion of the 2024-2029 Capital Improvement Program.

4:30-5:00 p.m. Transportation System Plan Update

Kate Drennan, Principal Planner, 360-487-7959

Summary

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

5:00-5:30 p.m. 2023 Comprehensive Plan, Zoning Map and Text Changes

Bryan Snodgrass, Principal Planner, 360-487-7946

Summary

Staff led Council through a discussion of the 2023 Comprehensive Plan, Zoning Map and Text Changes.

5:30-6:00 p.m. Comcast Franchise Agreement

Jim Demmon, Video Services Manager, 360-487-8706

Summary

Staff led Council through a discussion of the Comcast Franchise Agreement.

Councilmember Hansen attended the workshops remotely.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00 p.m. - 6:30 p.m.)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by

Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36033?startStreamAt=0&stopStreamAt=6029 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Councilmember Hansen attended the meeting remotely.

Approval of Minutes

Minutes - October 16, 2023

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of October 16, 2023.

Proclamations: Transgender Day of Remembrance; Small Business Saturday

Mayor McEnerny-Ogle read and presented a proclamation to Linden Walls, Community Member and Activist, Leeza Edwards, Meditation and Mindfulness Teacher, and Reverend Dr. Byron Harris, Pastor of Vancouver Heights United Methodist Church, proclaiming November 20, 2023, as Transgender Day of Remembrance Month.

Mayor McEnerny-Ogle read and presented a proclamation to John McDonagh, President and CEO of the Greater Vancouver Chamber, and Jason Presser, Director of Government Affairs of East Vancouver Business Association, proclaiming November 25, 2023, as Small Business Saturday.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Ryan Ward, Vancouver
- Zack Gatton, Vancouver
- Sara Schmit, Vancouver
- Tabor Kelly, Vancouver
- Karrie Brower, Vancouver
- Jason Cromer, Vancouver

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

Consent Agenda (Items 1-6)

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve items 1-6 on the Consent Agenda.

1. Award project to FFA Architectural & Interiors Inc. per RFQ #43-23 City Hall 2nd Floor Accessibility and Security Project

Staff Report: 211-23

On June 6, 2023, RFQ #43-23 City Hall 2nd Floor Accessibility and Security Project was issued for solicitation for statements qualifications from Engineering and Architectural firms to further develop concepts, provide cost estimates, prepare final design, construction drawings and specifications, and provide construction administration services for City Hall Council Chambers, City Manager's Office and Birch Conference Room.

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

On June 28, 2023, the City received two (2) qualification statements for the RFQ #43-23 City Hall 2nd Floor Accessibility and Security Project. The qualification statements were evaluated based on project approach and understanding, also capabilities and qualifications.

Review panel met and the consensus of the review panel was to select FFA Architectural for the project and award one (1) contract with the expectation to complete work within schedule. We negotiated the scope of work and fees with FFA Architectural & Interiors. The costs for the scope of work by FFA Architectural & Interiors is \$476,362.

Request: Authorize the City Manager, or designee, to execute the

contract with FFA Architectural & Interiors Inc., for the City Hall 2nd Floor Accessibility and Security Project in the amount of \$476,362 and take any and all action necessary to enforce the terms thereof.

Geraldene Moyle, General Services Director, 360-487-8633

Motion approved the request.

2. Leichner landfill interlocal agreement with Clark County

Staff Report: 213-23

The City of Vancouver Public Works Department acquired a new site from Clark County in December 2020 to build a new operations center. The parcel is located in the 7700 block of NE 94th Avenue. Design plans are underway, and construction will begin in 2024 or 2025.

The new operations center parcel is adjacent to the decommissioned Leichner Landfill and will require site-specific analysis and development to ensure post-closure landfill maintenance and monitoring are uninterrupted during site preparation and construction. Clark County contracts with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers (SCS) for post-closure maintenance and monitoring at Leichner Landfill.

The purpose of this agreement is to establish a payment process for the City to reimburse the County's consultant for landfill maintenance and monitoring tasks related to the new City of Vancouver Operations Center up to a maximum of \$60,000.

Request: On November 20th, 2023, authorize the City Manager, or designee, to enter into an interlocal agreement with Clark County.

Chris Malone, Public Works Finance & Asset Manager, 360-487-7711

Motion approved the request.

3. Successor Lease with the Historic Trust for Management of City Owned Properties

Staff Report: 214-23

The City has an existing lease agreement with the Historic Trust (Trust) to manage the City-owned assets adjacent to the Fort Vancouver National Historic Site. This includes Officer's Row, the Artillery Barracks, Marshall House, and Red Cross Building and others. Properties were preserved and renovated for a variety of uses, including residential, commercial, and event spaces.

The current lease was adopted in 2018 and expires at the end of 2023. Staff has been actively working with the Trust to negotiate a successor agreement that reflects the core policy themes established by the City Council and ensures that the properties are able to be preserved and enhanced for future generations. Included with the staff report are the existing lease agreement and the new agreement with the changes and additions highlighted. However, internal consistency and reference changes (like additions to the table of contents) have not been highlighted.

This lease would cover the period from January 1, 2024, to December 31, 2028. General updates include: 1) Replacement the word “master” with “primary” throughout the lease; 2) Addition of a new Section 8 regarding equity; 3) Addition of a new Section 9 concerning climate; 4) Consolidation of reporting requirements that were distributed throughout the agreement into a new Section 12 titled Reporting; and 5) Updating of signature pages. The new lease also separates out the current Police Headquarters as a separate issue, providing that an addendum to this lease may be negotiated separately if and when Vancouver stops using that building rather than attempting to address it in this lease.

Therefore, City staff recommends approval of the new Primary Lease Agreement as set forth above.

Request: Authorize the City Manager, or designee, to execute the lease with the Historic Trust.

Lon Pluckhahn, Deputy City Manager, 360-487-8623

Motion approved the request.

4. Humane Society of Southwest Washington Contract Extension

Staff Report: 212-23

AN ORDINANCE authorizing the execution of a contract amendment with Humane Society of Southwest Washington (“Contractor”), to continue providing animal shelter and care (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

Additional time is required to complete negotiations on a new contract with the Humane Society of Southwest Washington for animal shelter and care services. City staff request that Council authorize an extension to the current contract with HSSW so that a fair and mutually agreeable contract can be developed.

Request: On Monday, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 4,

2023, and authorize the City Manager, or designee, to execute the contract extension to the Professional Service Agreement with HSSW for animal shelter and care services to extend the end date as indicated above.

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

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

Motion approved the request.

5. Appointments to Parks Recreation Advisory Commission

The Parks and Recreation Advisory Commission is a 10-member volunteer group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities and recreation services to the residents of Vancouver.

Mayor McEnemy-Ogle interviewed candidates to fill three mid-term positions and recommends the appointment of Stephen Wille to a term expiring Dec. 31, 2024, and the appointment Kerry Otto and Jenny Thompson to terms expiring Dec. 31, 2026. All appointments would begin immediately.

If there are no objections, appointments will be presented for Council action at the Monday, November 20, 2023, Council meeting.

Request: Appoint to the Parks and Recreation Advisory Commission Stephen Wille to a term beginning immediately and expiring Dec. 31, 2024, and Kerry Otto and Jenny Thompson to terms beginning immediately and expiring Dec. 31, 2026.

Mayor McEnemy-Ogle

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for November 20, 2023.

Motion approved claim vouchers in the amount of \$6,654,231.56.

Public Hearings (Item 7-10)

7. Warehouse Code Amendments

Staff Report: 207-23

AN ORDINANCE relating to the regulation of Warehouse/Freight Movement uses in the City of Vancouver, providing for savings, severability, and an effective date.

Late in 2022, city planning staff noticed a trend of very large (as large as 600,000 square feet) warehouses being submitted for development approvals. At the time, there were as many as eight warehouses larger than 100,000 square feet being proposed or under construction, with a cumulative building area of 3.34 million square feet, the equivalent of 58 football fields. Other cities were (and are) experiencing a similar surge in large warehouse projects, and staff was hearing reports of mega-warehouses elsewhere, such as a 2.5 million square foot warehouse in Tacoma.

These extremely large facilities appear to be a growing trend nationally in response to the increasing demand for online retail shopping and parcel delivery as well as supply chain logistics issues and consume significant swaths of limited industrial land with typically lower jobs per acre ratio than many other industrial uses.

Staff became concerned that if the trend continued, limited industrial lands would be consumed by low-wage, low jobs per acre uses that could otherwise be developed for higher wage skilled manufacturing or research and development jobs. Additional concerns with large warehouses that were identified by staff included an increase in truck traffic and pollution, energy consumption/climate impacts from such large building footprints, visual impacts, and limited potential for adaptive re-use of such structures if in the future they are no longer needed for storage of goods.

In December of 2022, planning and economic development staff took their concerns to City Council and recommended that an emergency six-month moratorium be adopted to prevent the submission of any new pre-applications or land use applications for warehouses larger than 100,000 square feet to allow staff time to study these new types of warehouses and understand the physical, operational, and economic differences from traditional wholesale warehouses - as well as key differences in impacts - to inform possible new use and development standards. Because state law only allows land use moratoriums for six months at a time, staff indicated that one six-month extension would be needed to ensure sufficient time to complete needed analysis, public engagement, and development of code amendments.

On December 12 following an executive session, City Council at their regular meeting adopted an emergency ordinance on new large warehouse

applications, and the emergency ordinance was affirmed by City Council following a public hearing as required by state law, on January 23, 2023. Three amendments to the initial moratorium ordinance were requested by City Council, which were adopted by ordinance on February 6, 2023, including: 1) an exemption from the moratorium for the Port of Vancouver; 2) increase in the size of warehouses subject to the moratorium from 100,000 square feet to 250,000 square feet and larger; and 3) an exemption from the moratorium for any storage for a publicly-traded product, if formalized through a development agreement.

On June 5, 2023, following a public hearing, City Council approved a six-month extension of the moratorium but also encouraged staff to propose any code amendments as soon as possible so the moratorium may be terminated sooner. The moratorium will end on December 6, 2023.

Over the past ten months, staff has consulted with warehouse industry experts and engaged in a series of meetings with environmental advocates and business stakeholders including the Port of Vancouver and representatives from existing warehouse facilities, as well as the Planning Commission. Planning staff have tried where possible to incorporate input on specific code language to make the ordinance clearer and to balance the stated objectives of City Council with industry, neighborhood and environmental perspectives. Proposed climate action-related measures are somewhat modest, in anticipation of more comprehensive Green Building Standards - which will likely apply to all uses - being developed and adopted in the near future.

The draft code changes presented to City Council for consideration will accomplish several key objectives which are in alignment with the intent of the moratorium and prior Council direction:

- Warehouses larger than 250,000 square feet in a single building would be prohibited in the IL, Light Industrial District which tend to be closer to residential districts. Such warehouses would however be allowed as a limited use in the IH, Heavy Industrial District (effectively only in the Port of Vancouver or Columbia Business Center due to parcel size constraints elsewhere) where they are more compatible with surrounding uses and further away from residential districts and would need to meet certain proposed additional development requirements;*
- The maximum lot coverage standard (e.g., the percent of land that may be occupied by a building) would be reduced from 100% to 75% for all warehouse/freight movement uses in recognition that because a portion of the site is needed for parking, truck loading and maneuvering, storm water detention, tree plantings, etc., it is not possible for buildings to occupy 100% of a given site;*
- Warehouses larger than 250,000 square feet in the IH District would*

be subject to special development standards that: prohibit truck traffic along Fruit Valley Road, reduce the minimum parking requirement, reduce the maximum lot coverage, and require certain climate action measures such as: solar-ready roofs (weight load capacity and electrical), EV charging stations at 20% of parking spaces, truck dock charging conduit and wiring, white-colored roofs to reduce heat storage, skylights or clerestory windows to allow natural light, prohibit truck idling, architectural features (such as windows, darker colors, articulation of façade, etc.), a 10% increase in tree plantings over other industrial uses (33 tree units per acre) and 25-foot wide treed buffer if adjacent to public streets to reduce visual impacts; and

- The minimum required number of parking spaces for all warehouse and distribution facilities would be reduced from 1 space for every 2,000 square feet of building area to 1 space for every 5,000 square feet of building area, in recognition that warehouses are increasingly becoming more automated and may need less parking for employees. Reducing the amount of paved surfaces improves storm water and climate outcomes (less heat retention) and creates more space for tree plantings.*

Staff has engaged with stakeholders and the public throughout the past ten months. including Alliance for Community Engagement (ACE), Identity Clark County (ICC) Business Group, Port of Vancouver, Fruit Valley Neighborhood Association. Information regarding the project has been published to the City's BeHeard website, and more recently, postcards were mailed to each residential address in the Fruit Valley Neighborhood. The proposed code has been modified in many areas in response to comments received from all stakeholders.

The Planning Commission held two workshops to discuss the proposed code amendments on July 25 and September 12, 2023, respectively. On October 24, 2023 following a duly-noticed public hearing, the Planning Commission unanimously recommended approval of the proposed amendments to City Council.

The City Council has held four workshops on the draft code amendments and moratorium and has held two public hearings related to the moratorium.

Request: On November 20, subject to second reading and a public hearing, approve the proposed Warehouse Code Amendments to VMC Title 20 Land Use and Development Code.

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

Chad Eiken, Community Development Director, provided an overview of the Warehouse Code Amendments.

Council discussed the item with staff.

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

- Kimberlee Goheen, La Center, WA
- Heidi Cody, Vancouver
- Sean Philbrook, Vancouver
- Nick Massie, Vancouver

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

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance 4425.

8. **Ad Valorem Taxes for 2024**

Staff Report: 208-23

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2023/2024 Budget for the City of Vancouver; providing for an effective date.

Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2023-2024 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2024 real and personal property tax levy as \$78.5 million, which includes a preliminary estimate of \$1,182,000 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2023.

City staff recommends that Council approve ad valorem taxes in the amount of \$88.5 million, which is needed to fund the City's 2023-2024 biennial budget. Of the total, \$78.5 million is for General Fund purposes, and \$10 million is for the Affordable Housing Fund. Approving ad valorem taxes of \$88.5 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State

law. Staff anticipates that the final certified levy will be between \$86.5 million and \$87 million in 2024. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Request: On November 20, 2023, subject to second reading and a public hearing, approve the ordinance.

Anthony Glenn, Treasurer, 360-487-8493

Natasha Ramras, Chief Financial Officer, provided an overview of the Ad Valorem Taxes for 2024.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve Ordinance 4426.

9. Property Tax Levy for 2024

Staff Report: 209-23

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2024 levy calculations is 3.67%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy, which is the maximum increase allowed. Based on last year's General Fund levy of \$73,497,675.67, the increase will be \$734,976.76. Authorization of this increase requires a simple majority vote of City Council.

On February 8, 2022, registered voters who reside within the City of

Vancouver approved Proposition No. 2 which permanently increased the property tax levy rate beginning in 2023. This money is dedicated to fire and emergency services and facilities and the 2023-2024 budget added expenditures consistent with Proposition 2.

Staff estimates that the City's General Fund property tax levy rate (inclusive of the Proposition No.2 Levy LID Lift) in 2024 will range between \$2.00 per \$1,000 of assessed value to \$2.10 per \$1,000 of assessed value, compared to the actual 2023 General Fund property tax levy rate of \$2.17 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 6.75% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

<i>Assessed Value 2023 \$463,700</i>	<i>Levy Rate 2023 \$2.17 (per \$1,000 assessed value; General Fund Levy only)</i>	<i>2023 City Property Tax = \$1,006.23</i>
<i>Assessed Value 2024 \$495,000 (assumes assessed value increases 6.75%)</i>	<i>Estimated Levy Rate 2024 \$2.05 (per \$1,000 assessed value; General Fund Levy only)</i>	<i>2024 City Property Tax (hypothetical) = \$1,014.75</i>
<i>AV increases 6.75%</i>	<i>Levy Rate declines</i>	<i>Annual tax increase \$8.52 for this example taxpayer*</i>

**If the assessed value of the resident's property as a percentage increased by less than 6.75%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2023. If the assessed value of the resident's property increased by more than 6.75% from the previous year, the increase in the annual taxes would be slightly higher.*

Some community members may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction

provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates close to \$545 million of new construction, which translates into \$1,182,000 of additional City property tax revenue, which is slightly more than the \$1,165,000 received for new construction values for 2023 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Request: On November 20, 2023, subject to second reading and a public hearing, approve the ordinance.

Anthony Glenn, Treasurer, 360-487-8493

Natasha Ramras, Chief Financial Officer, provided an overview of the Property Tax Levy for 2024.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Harless, and carried unanimously to approve Ordinance 4427.

10. Preservation Of Levy Capacity for Exempt Property for 2024

Staff Report: 210-23

AN ORDINANCE authorizing an increase in tax levy pursuant to RCW 84.55.120 and an increase in limit factor for maximum levy capacity pursuant to RCW 84.55.092.

On February 8, 2022, the voters of the City approved Proposition 2 at a special election authorizing a permanent levy lid lift to fund fire and emergency services. Proposition 2 also provided that the property of qualifying seniors, veterans, and others would be exempt from paying the increased property tax rate associated with the levy lid lift, pursuant to RCW 84.36.

Annually, properties that qualify for the exemption allowed under RCW 84.36 will change. In order for the County Assessor's Office to calculate the highest lawful levy of all properties and include in future years the

properties exempt from the tax approved by Proposition 2, pursuant to RCW 84.55.092, Council must approve an ordinance to authorize the Clark County Assessor's Office to authorize a property tax increase against the property not subject to the levy lid lift when calculating the highest lawful levy and authorize the limit factor be applied to the excluded property, which in 2024 will be 1.0%. This preserves levy capacity for the overall highest lawful levy calculation and allows the County Assessor to include the limit factor on the properties that were excluded, if they move out of the exempt status.

Based on last year's General Fund levy for excluded properties of \$603,307.82, the 1.0% increase recommended by staff represents an increase of \$6,033.08.

Approval of this ordinance will protect future levy capacity by removing the adverse consequences to the City's future levy capacity resulting from the levy reduction authorized in Proposition 2.

Request: On November 20, 2023, subject to second reading and a public hearing, approve the ordinance.

Anthony Glenn, Treasurer, 360-487-8493

Natasha Ramras, Chief Financial Officer, provided an overview of the Preservation of Levy Capacity for Exempt Property for 2024.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve Ordinance 4428.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Fruit Valley Freight Access and Safety Project

Ryan Lopossa, Transportation Division Manager, discussed the Fruit Valley Freight Access and Safety Project.

Adjournment

8:08 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: ACE letter re: Warehouse Moratorium Code Changes
Date: Monday, November 20, 2023 9:01:23 AM
Attachments: [11.17.23 ACE ltr re WarehouseMoratorium.pdf](#)

Hi Sarah, We got this in the Cmo inbox

-Amelia Pilipchuk

From: Heidi Cody [REDACTED]
Sent: Monday, November 20, 2023 8:54 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: ACE letter re: Warehouse Moratorium Code Changes

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

Good morning,

Attached please find a letter from Alliance for Community Engagement regarding the City's Warehouse Moratorium.

--

Coalition Manager

Alliance for Community Engagement

November 20, 2023
Alliance for Community Engagement

Vancouver City Council and Staff

Dear City Council and Staff,

ACE believes City Council has missed an opportunity to make a meaningful impact to reduce greenhouse gas emissions by approving the warehouse code changes and moving them forward for public hearing without changes. ACE advocated early and often on this Warehouse Moratorium with Councilmembers, City staff and the Planning Commission. Despite our efforts to track and advocate for reasonable changes that would not have affected the deadline for the Moratorium, ACE was unable to improve this policy from the outside.

Green Building Codes

ACE asks to be a stakeholder in the Green Building Code development process. We would like to be involved early.

City-led Solar Projects

ACE asks that the City lead on its own solar projects. Please don't wait on Clark PUD.

Legislating From The Dais

Concern has been voiced repeatedly about "legislating from the dais," but the reality is the change to a 250,000 square foot threshold was suggested and approved that way. ACE does not want to see your policy decision process miss opportunities for a stronger outcome at the finish, by failing to incorporate adjustments that can be made by a majority vote.

Traffic Impacts Studies

We support Mayor Pro Tem Stober's push to get more information on traffic impacts from warehouses, and require traffic impact studies of new warehouses. Highly impacted communities who live by major thoroughfares tend to be lower income and BIPOC. This remains a serious environmental justice concern.

Pursue CAF in Good Faith/Policy Alignment

Moving forward, the goals and intentions laid out in the Climate Action Framework should be actively implemented as policy decisions are made.

There is a Need for Flexibility. We are in a Climate Emergency.

We are glad some climate provisions did make the cut for the largest warehouses. Thank you for your ongoing work, and for your consideration. We look forward to the Green Building Codes.

Sincerely, Alliance for Community Engagement (ACE)

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Warehouse Code.
Date: Monday, November 20, 2023 8:58:56 AM

Hi Sarah, we got this in the CMO inbox

-Amelia Pilipchuk

From: Denis Markian Wichar <[REDACTED]>
Sent: Sunday, November 19, 2023 1:28 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Re: Warehouse Code.

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No standards can be too high for warehouses. They are property intense, yet job scarce, and not environmentally friendly, including their impervious surfaces. Trucks coming and going constantly, all day and all night, every day, forever, is insulting to neighboring residences and businesses and infrastructure, including roadways, while having next to zero vegetation on-site. In total, very poor use of land. Raise the standards.

Den Mark Wichar
Hough
[REDACTED]
Vancouver WA 98660

From: [Snodgrass, Bryan](#)
To: [Dollar, Sarah](#)
Subject: FW: Applicant Letter Supporting Rezone (LUP-83007)
Date: Monday, November 20, 2023 8:34:27 AM
Attachments: [Applicant Letter Supporting LUP-83007.pdf](#)

Applicant comment letter for one of the rezones under Council review

From: David Toyer [REDACTED] >
Sent: Saturday, November 18, 2023 9:00 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Peter Condyles <[REDACTED]>; Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>
Subject: Applicant Letter Supporting Rezone (LUP-83007)

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

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

Attached please find a comment letter in support of the proposed rezone.

Thank you,

DAVID K. TOYER, PRESIDENT
[TOYER STRATEGIC ADVISORS, INC.](#)
10519 20th STREET SE, STE 3
LAKE STEVENS, WA 98258
425-344-1523
[toyerstrategic.com](#)

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November 18, 2023

Vancouver City Council
415 W 6th Street
Vancouver WA, 98660

LUP-83007 – BURNT CREEK WEST REZONE

Dear Council Members:

Our firm is a land use and economic development consultancy that represents the Hudlicky Limited Partnership, the owner of Parcel 159112000, who is seeking a rezone from Office Commercial Industrial (OCI) to Light Industrial (LI) for approximately 32.72 acres. Unfortunately, because of the length of time to reach this point for standalone rezone action, the property owners are no longer under contract with Panattoni, who had been planning to develop the site for industrial use.

We believe it is important to highlight a couple of dates for the Council that demonstrate how challenging and time consuming the rezone process has been for the property owner:

- **October 31, 2022** – the date the pre-application meeting was held.
- **November 17, 2022** – the date the standalone rezone application was submitted.
- **December 12, 2022** – the date the Council first enacted its warehousing moratorium.
- **December 18, 2023** – the date the Council is expected to hold the public hearing

In sum, it's been over a year since the application was submitted. By contrast, our firm regularly works on rezones of this type (*those that don't require a concurrent comp plan amendment and aren't tied to a project approval*), which commonly take 4 to 6 months and are lumped in with the city's other annual docket items.

Delays Have Consequences

In the present situation, the delay has substantial economic development consequences for the Owner, the city, and its residents. The delay in timely moving this rezone through the process has cost the landowner the opportunity to sell their property; a developer the opportunity to invest in the city; one or more businesses the opportunity to grow and expand in Vancouver; and the city an opportunity to gain one-time tax revenues, an expanded property tax base, and new jobs created.

The Rezone Isn't a Project

The Planning Commission and now the City Council have raised questions about the proposed rezone, which questions speculate about the size and type of development that may be built because of this rezone. However, site plans submitted to the city during the rezone process were conceptual. And any project that goes through the full land use review process (*which is more than a rezone*) ultimately arrives at a final site plan it proposes by balancing the size of the building with the site conditions, sensitive area protections, and, *if even applicable*, the cost of mitigation for things like Oregon White Oaks (*if removed*).

By hyper-focusing on the conceptual site plan and on the potential warehousing may be allowed, the city is ignoring that regardless of whether the zoning is OCI or LI, the future development of the site WILL MOST LIKELY BE INDUSTRIAL. However, what the city should be focused on is the fact that in the existing OCI zone:

- The maximum site coverage allowed is 100% of the site, **whereas the proposed LI zone allows only 75%.**
- The maximum building height allowed is 75 feet, **whereas the proposed LI zone allows only 45 feet.**

In sum, the potential development impacts associated with any future industrial development may be greater

under the existing OCI zone than the proposed LI zone. Thus, if the city is looking to minimize impacts, the LI zone should be its strong preference.

The Rezone Doesn't Change City Standards

At a recent City Council work session on this rezone, council members discussed concerns about how many white oaks may be impacted by future development of this site and whether those impacts might be mitigated locally or somewhere in the region.

Again, we emphasize that ANY future development, REGARDLESS of the zone, will have to comply with the City's regulations for sensitive areas, trees, etc. This rezone DOES NOT change the city's standards or how any impacts may be addressed.

Thus, if the city has concerns about its sensitive area regulations or mitigation options, then the city has the obligation to address those issues separate from the rezone. The rezoning as proposed only changes the zoning map. The rezone IS NOT a project approval, NOR does it ask the Council to waive or adjust any existing standards.

Rezone Approval Criteria

The proposed rezone satisfies the TWO decision criteria for rezones in VMC 20.285.060(1) and (2):

1. The proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and

Specific to the Vancouver Strategic Plan, the proposal is more consistent with the most recently adopted strategic plan as it better promotes: EO.Cl.03 (Business Diversity), EO.Cl.4 (Job Creation), and CN.Cl.3 (Tree Canopy).

- The proposed LI zoning allows for more flexibility in the types of uses that are allowed on this industrial site. Specifically, it would allow for warehousing as a use, which may consist of one or more tenants. This does not mean warehousing might be the only use, but if this were a four-tenant building, a warehouse tenant could be one of the users. This helps increase the diversity of businesses that can be attracted as tenants, it helps support job creation (both temporary construction jobs and long-term tenant related jobs), etc. Regarding tree canopy, the LI zone only allows a maximum site coverage of 75% versus the existing zone allowing up to 100% site coverage.

Specific to the Comprehensive Plan, the application has shown the proposal is more consistent with CD-1, CD-3, CD-9, CD-12, EC-1, EC-2, EC-3, EC-4, EC-5, and EC-6. In sum, this proposal helps increase the city's ratio of jobs; promotes the recruitment, retention, and expansion of businesses; promotes revenue generation for public services; supports the supply of industrial lands the city needs; maximizes the land available for employment related development; and creates compatibility with and between the surrounding LI zoning.

2. That a change in circumstances has occurred since the existing designation was established.

The circumstances have changed since it was initially designated as OCI, including (a) the site is now an island of OCI surrounded by LI zoning, (b) the commercial office market as severely declined post-COVID as work-for-home and hybrid models are now employed in those sectors, and (c) the site would allow for greater flexibility in industrial uses on the site, especially in the case of multi-tenant buildings.

We trust this letter addresses comments and questions that have been raised during Council work sessions. And we respectfully request the City Council APPROVE the requested rezone to allow the property owner the opportunity to sell its land in support of future economic development in Vancouver.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Toyer", with a stylized flourish at the end.

David Toyer
President

CC: Bryan Snodgrass, Principal Planner

From: Wynn Grcich
To: Rebecca Messinger; Dollar, Sarah
Subject: Fauci and his Montana lab
Date: Thursday, November 16, 2023 3:11:39 PM

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https://www.theepochtimes.com/epochtv/pre-covid-documents-show-that-fauci-lab-experimented-on-wuhan-virus-as-fauci-pushed-for-mrna-vaccine-truth-over-news-5525788?utm_source=Health&src_src=Health&utm_campaign=health-2023-11-16&src_cmp=health-2023-11-16&utm_medium=email&est=nYto1GtlesR%2F9N5wN%2FZ7K98cVkiOz5HGRKNc2FubVmMokOGl54mI2A5U1kPL
. Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Tuberculosis
Date: Wednesday, November 15, 2023 1:23:32 PM

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https://www.theepochtimes.com/health/tuberculosis-surpasses-covid-19-as-most-deadly-infectious-disease-5528584?utm_source=Goodevening&src_src=Goodevening&utm_campaign=gv-2023-11-14&src_cmp=gv-2023-11-14&utm_medium=email&est=VeNQjwvrOS1qJnkzaCQWLEAQXDzeBJE2NIIIt1iH5eo3dGdf8p0tnl2pJ6yw.

Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: BMJ Investigates VAERS + Watch RFK Jr.'s Speech at CHD Conference + More
Date: Wednesday, November 15, 2023 11:04:47 AM

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Please send to council members and MELNECK. Put on public record and confirm that you did.
Thanks from Wynn

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

From: LAURIE PASCUAL <[REDACTED]>
Date: Wed, Nov 15, 2023, 12:22 AM
Subject: Fwd: BMJ Investigates VAERS + Watch RFK Jr.'s Speech at CHD Conference + More
To: Wynn Grich <[REDACTED]>

Sent from my iPhone

Begin forwarded message:

From: Children's Health Defense <team@childrenshealthdefense.org>
Date: November 14, 2023 at 2:42:38 PM PST
To: Laurel Pascual <lepasc40@aol.com>
Subject: BMJ Investigates VAERS + Watch RFK Jr.'s Speech at CHD Conference + More
Reply-To: Children's Health Defense <team@childrenshealthdefense.org>

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November 14, 2023

TOP NEWS OF THE DAY



CDC Runs Two VAERS Systems — The Public Can Access Only One of Them



Exclusive: Her Father Died After Hospital Gave Him Remdesivir, Morphine. Now She's Raising Awareness.



'I've Come Home Today to This Organization': RFK Jr. Headlines CHD's 2nd Annual Conference



Fracking Harms Health of Fetuses, Infants, Children and Adults



What 70 Years of Research Says About Kids and Screens



COVID Rebound Occurs in 1 in 5 People Taking Paxlovid + More



New York's Governor Is Now 'Collecting Data' From 'Surveillance Efforts' on Social Media to Monitor 'Hate Speech' + More



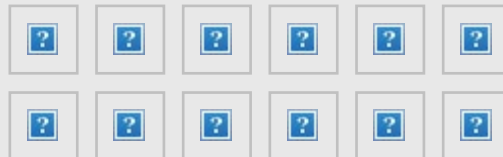
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You Make It Possible

Children's Health Defense depends on generous donations from our community. Large or small, every donation gets us closer to achieving our goals.

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ChildrensHealthDefense.org

Children's Health Defense® is a 501(c)(3) non-profit organization. Our mission is to end childhood health epidemics by working aggressively to eliminate harmful exposures, hold those responsible accountable and establish safeguards to prevent future harm. We fight corruption, mass surveillance and censorship that put profits before people as well as advocate for worldwide rights to health freedom and bodily autonomy.

Children's Health Defense

852 Franklin Ave., Suite 511
Franklin Lakes, New Jersey 07417

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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Exclusive Interview: American Cardiologist Dr. Peter McCullough Breaks Down the 'Settled Science' Surrounding COVI...
Date: Wednesday, November 15, 2023 11:02:40 AM

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Send to council members and MELNECK. Please put on public record and confirm that you did. Thanks from Wynn

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

From: "Peter McCullough, MD from Courageous Discourse™ with Dr. Peter McCullough & John Leake" [REDACTED]

Date: Wed, Nov 15, 2023, 2:59 AM

Subject: Exclusive Interview: American Cardiologist Dr. Peter McCullough Breaks Down the 'Settled Science' Surrounding COVI...

To: <[REDACTED]>

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Exclusive Interview: American Cardiologist Dr. Peter McCullough Breaks Down the 'Settled Science' Surrounding COVID-19 Vaccines

Many doctors bravely risked their careers to break ranks with the unscientific approach governments around the world implemented when it came to COVID-19

PETER MCCULLOUGH, MD
NOV 15



READ IN APP

By Peter A. McCullough, MD, MPH

Republished Courtesy Adam Soos, Rebel News Canada, Red Deer, Alberta

Our friends at [Canadians for Truth](#) were thrilled to welcome a sold-out crowd of over 1,500 to Legacy Place in Red Deer, Alberta for the latest edition of their “Fire and Ice” program, which features Olympic gold medalists Jamie Sale and Theoren Fleury interviewing guests with a focus on truth, freedom and justice.

Their special guest for this edition was prominent American cardiologist and outspoken COVID-19 response critic Dr. Peter McCullough. Many doctors bravely risked their careers to break ranks with the unscientific approach governments around the world implemented when it came to COVID-19, but perhaps none with the same weight and authority as Dr. McCullough.



Adam Soos, Rebel News Canada, Interviews Dr. McCullough November 9, 2023, Red Deer, Alberta

[Click to play Adam Soos, Rebel News Canada, Interviews Dr. McCullough November 9, 2023, Red Deer, Alberta](#)

As a former Program Director, Division, Chief, and Professor of Medicine, Dr. McCullough’s credentials and experience were beyond dispute, and despite unwarranted efforts to discredit him by vaccine apologists, his medical and science-based retorts to the COVID-19 pandemic have resonated the world over.

We were extremely fortunate to be granted an exclusive interview with the doctor where we discussed vaccine side-effects, fertility impacts and “settled-science”, in addition to breaking down the [Trudeau government's efforts to attack natural health products](#).

Stay tuned for our full report of this event, including interviews with Theoren Fleury, Jamie Sale, Dr. Roger Hodgkinson and our very own Sheila Gunn Reid soon at [RebelNews.com](#). Canadians for Truth will also have their full conversation with Dr. McCullough available within the month at [CanadiansForTruth.ca](#).

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government spin is not adopted as de facto truth. At Rebel News we refuse to accept government handouts like the mainstream bailout media because we want to remain truly independent, but to accomplish this we need your help.

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Courageous Discourse™ with Dr. Peter McCullough & John Leake is a reader-supported publication. To receive new posts and support my work, consider becoming a free or paid subscriber.

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Peter A. McCullough, MD, MPH

President, McCullough Foundation

www.mcculloughfnd.org

[Adam Soos, Rebel News Canada, Interviews Dr. McCullough November 9, 2023, Red Deer, Alberta](#)

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CITY OF
Vancouver
WASHINGTON

Police Department Updates

Jeff Mori
Police Chief
Vancouver Police Department
December 18, 2023



Workshop Objectives

Intro

- New leadership
- Department vision
- Shared leadership Philosophy

Establish shared understanding

- Current policing environment
- Demands for policing services
- Gaps, challenges & opportunities

Discussion

- Alignment on recommended next steps

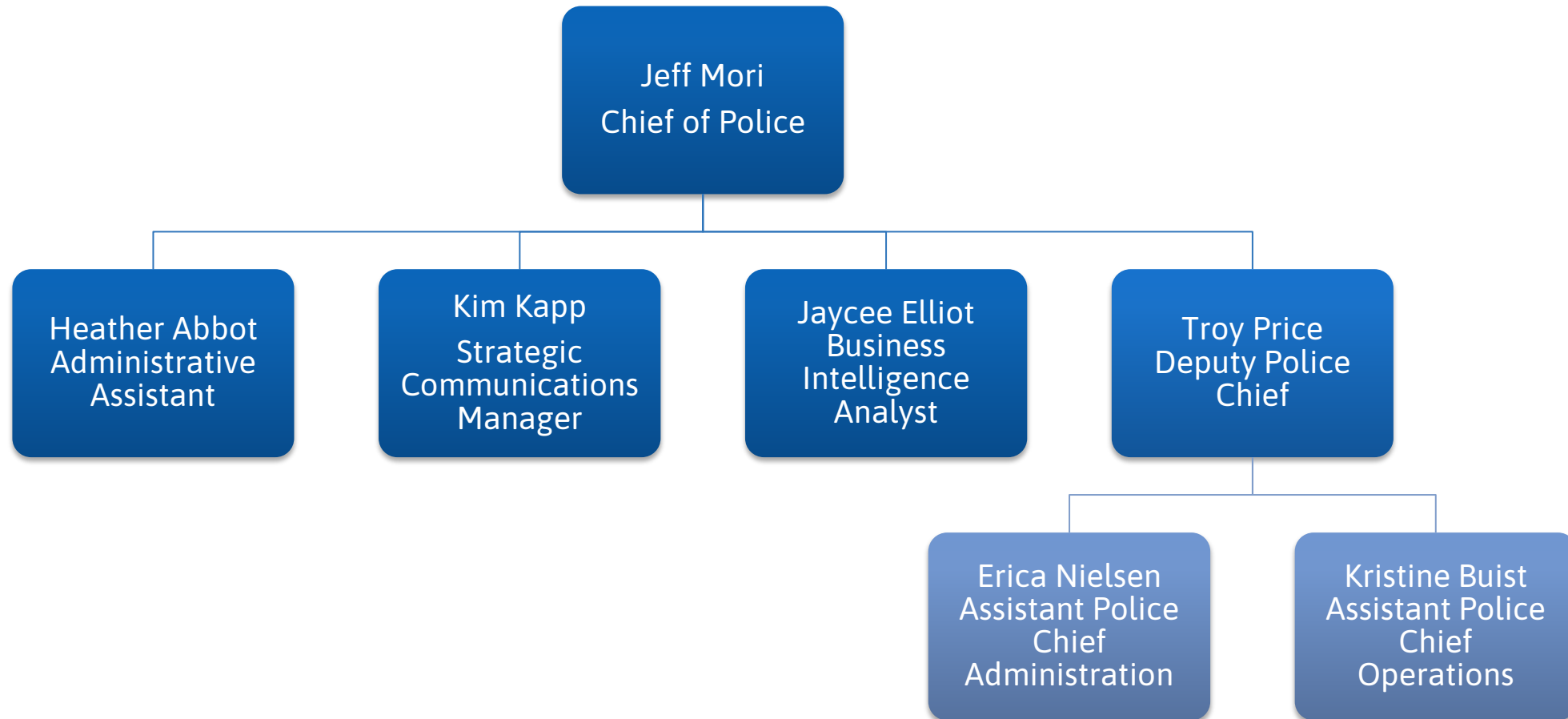


Introduction

- **New leadership**
- **Department vision**
- **Shared leadership philosophy**



Management Team



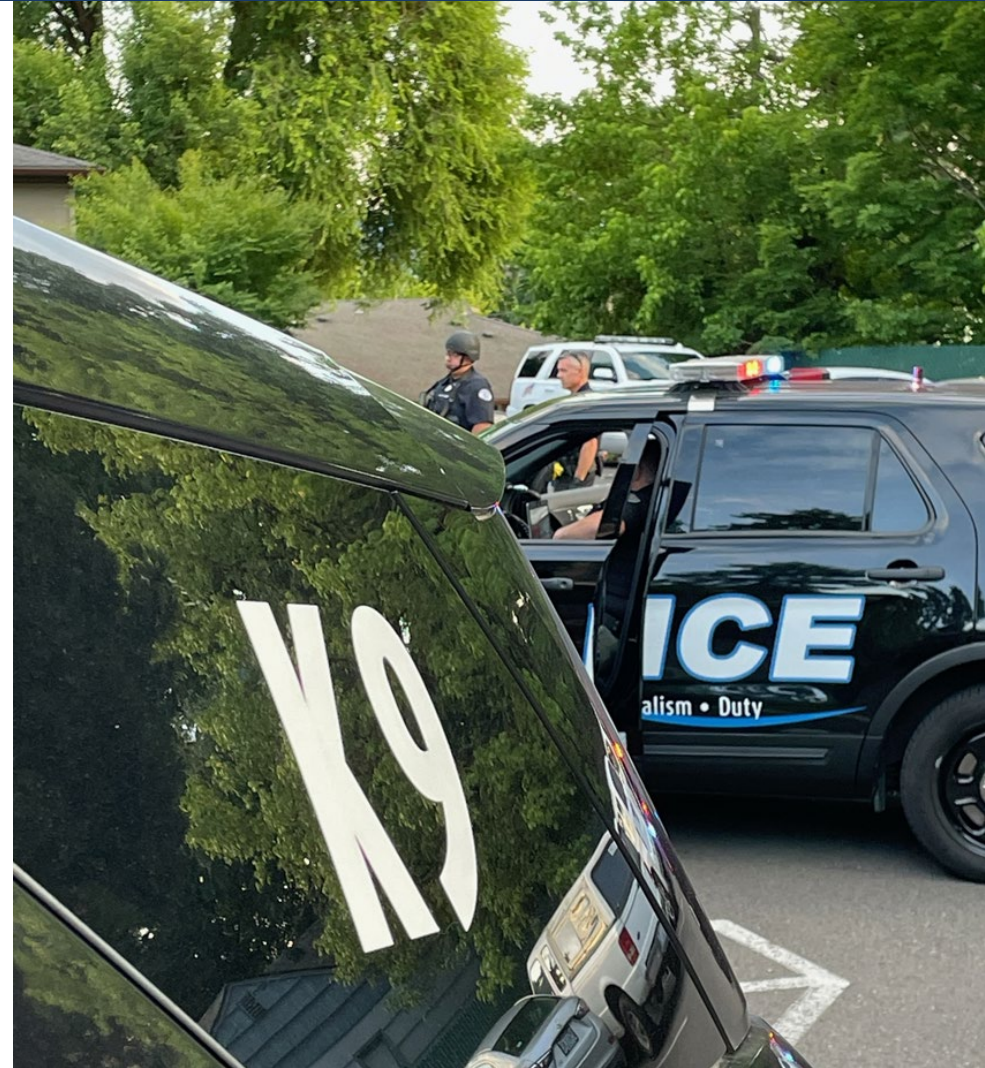
Program Updates

- **Police camera program**
- **Recruitment & hiring**
- **PERF Use of Force Recommendations**
- **SW Regional Academy**



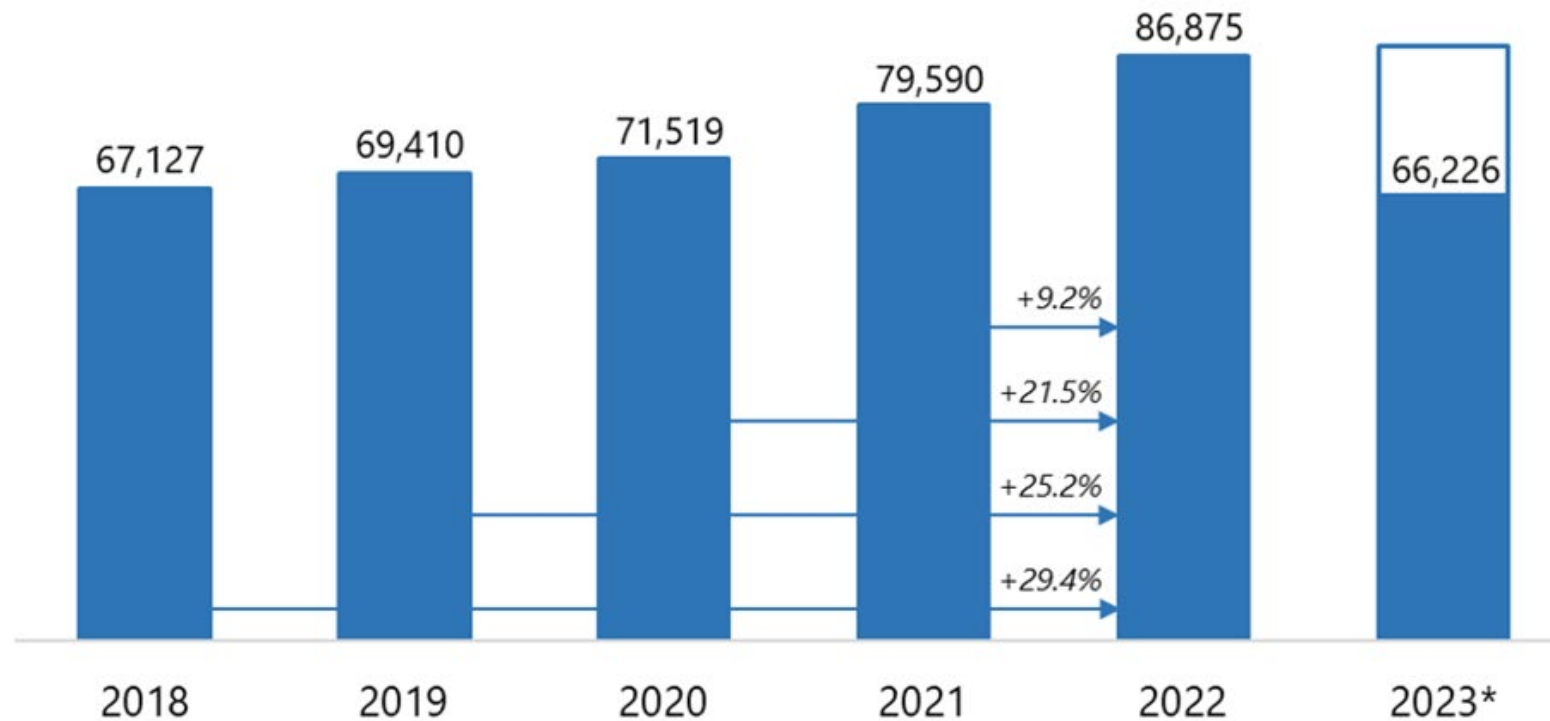
Background & Challenges

- Reported incidence of crime
- Call volume and complexity



Calls for service

Call volume growth January 2018 - September 2023

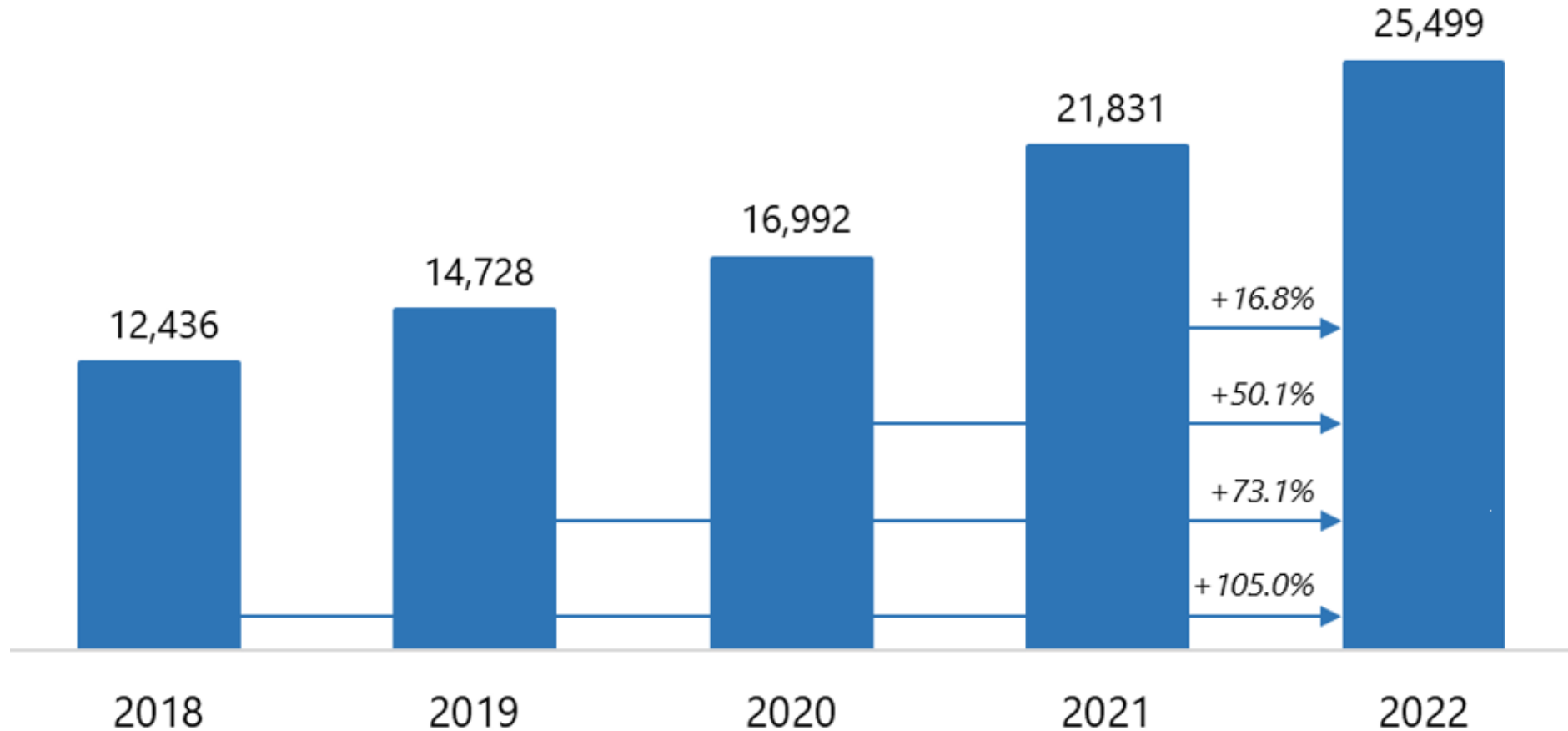


* Through third quarter



Person, property, and society crimes

As reported in WASPC 2018-2022



Background and challenges

Police Resources

- Police calls are increasing in complexity
- More resources are required for certain calls
- Consumption of time



Background and challenges, continued

Staffing

- Patrol
- Investigation
- Administration



Baseline law enforcement capacity

Based on WASPC Crime in WA 2022 Report

County	Total Population	Total County LE	Officer/1000
Clark	520,825	447	.86
Pierce	928,937	967	1.04
Spokane	550,700	651	1.18

Baseline law enforcement capacity



Patrol staff capacity

Current state

- Some calls require significant number of resources and time
- Multiple times per day, one call can deplete patrol resources

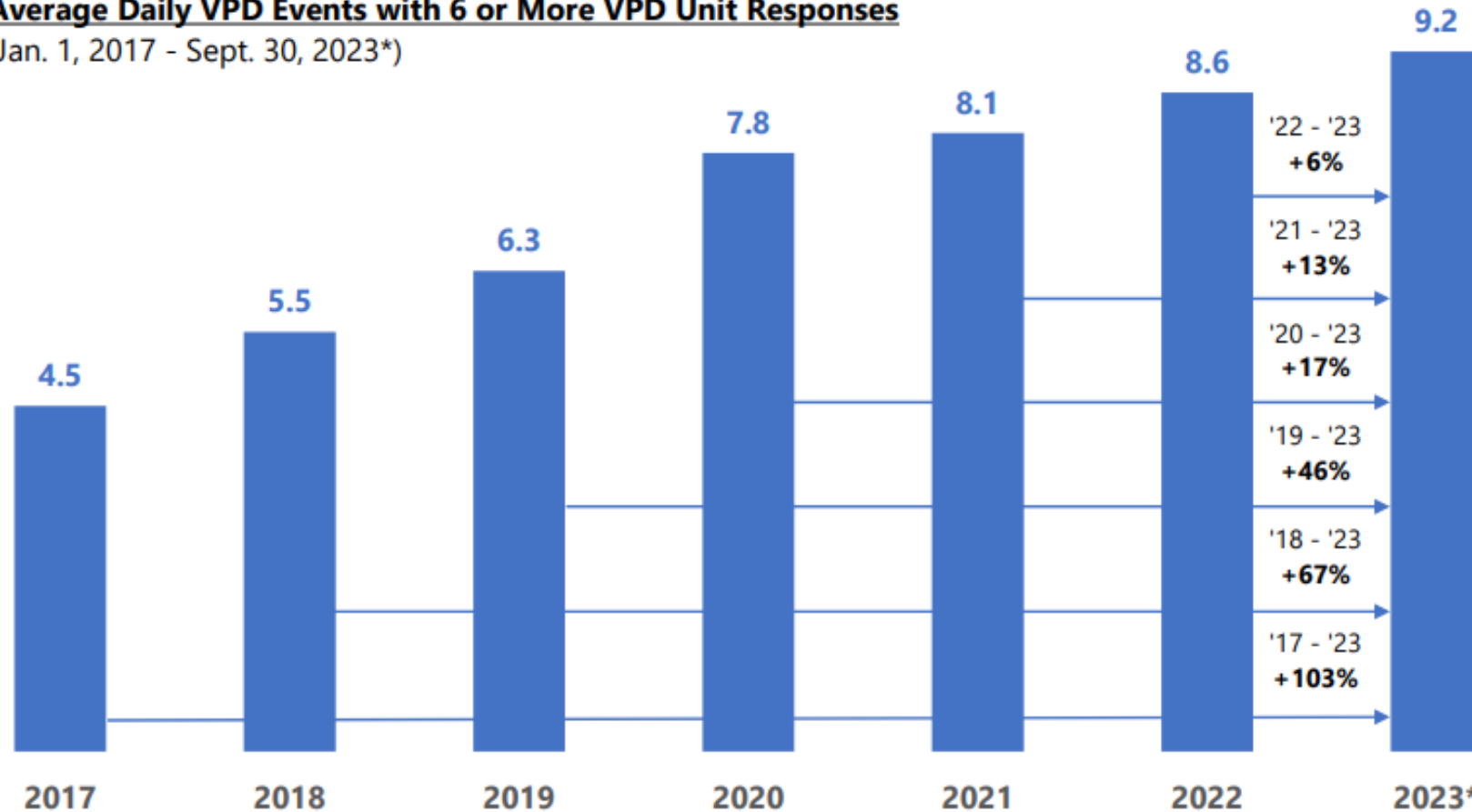


Patrol resource vacuum

Average daily VPD events with six or more units responding

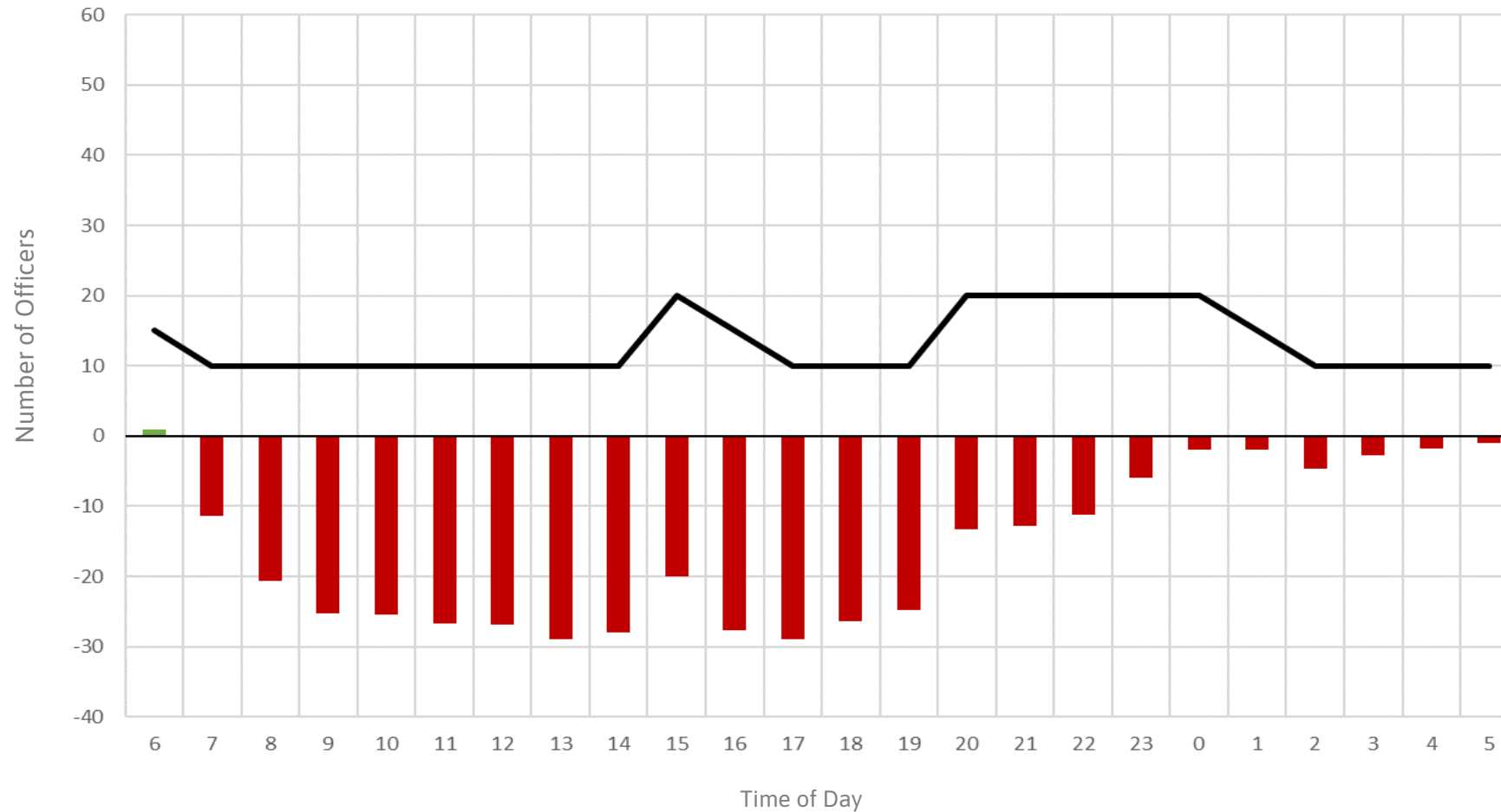
Average Daily VPD Events with 6 or More VPD Unit Responses

(Jan. 1, 2017 - Sept. 30, 2023*)



Reality

Operating at minimum staffing levels



Detective investigations

Detectives investigate an average of 1,700 new cases every year

- Average Detective investigates approx. 60 cases a year
- Each detective will close all these cases by arrest, referral to prosecution, or suspend due to lack of investigative leads
- Nearly 3,100 cases a year not being worked due to lack of capacity



Opportunities

- **Community engagement and accountability**
- **Technology**
- **Facilities**



Opportunities

Systems approach

- Additional police certified staff
- More professional staff to free up certified staff time
- Additional staff to launch and manage new technology programs



Community engagement

Focus on community concerns and transparency

- Top three concerns of community
- Provide options and solutions
- Enhance system capacity to improve community safety



Public safety ecosystem



Engagement approach

City Manager sponsored advisory group

- Build on prior task force work and models
- Initial scope focused on gaps, outcomes and solutions
- Advice, transparency and accountability
- Explore policy not oversight, review or personnel
- Inclusive composition
 - Historically underrepresented communities
 - Lived experience
- Selection process begins in January





Next Steps

- January 2024 - Convene community advisory group
- April 2024 – Council progress check in
- June 2024 – Deliver recommendation to Council
- Q4 2024 and beyond – Ongoing community engagement

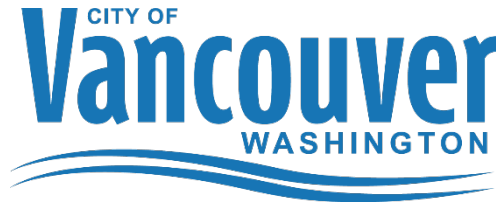


Discussion



Thank You





DATE: December 4, 2023

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Jeff Mori, Chief of Police

RE: **Vancouver Police Department Update**

Executive Summary

In recent years, Vancouver has accelerated its ongoing transition from a suburban to urban community. Coincident with this growth, trends that emerged early in the COVID-19 pandemic have complicated many aspects of policing. Consequently, community safety and police services have emerged among the highest priorities for residents and businesses in Vancouver, at a time when our capacity for police to respond is spread thin. The key factors contributing to this are:

- **Call volume and complexity** have increased by 29% since 2018, and calls are more complex requiring longer, more staff and resource intensive response.
- **Staffing levels** for both commissioned officers and non-commissioned professional staff are below what is needed to provide a level of service that assures consistent, reliable, proactive community-based policing.
- **Geography and regional resources:** Vancouver's size and presence as the largest police agency in southwest Washington, the second largest city in the greater metro area and our adjacency to Portland, there is a greater strain on Vancouver's resources in the context of the regions collective ability to meet policing needs.
- **Legislation:** while the City supports the legislative reforms that emerged in 2021 and 2022 – and proactively implemented many elements prior to new laws going into effect – aspects of reform legislation translated to increased demand for staff time in the form of supervision, de-escalation and training, which reduces availability of officers to deploy.

The cumulative effect of these dynamics is that the Vancouver Police Department is unable to sustain effective responses to calls for service and to maintain consistent and adequate coverage of the city as a whole in any given 24-hour period and to engage in proactive community-oriented policing. This memorandum provides key data points, discussion and analysis that illustrate these issues.

Depending on the community's desired levels of service and outcomes, initial analysis suggests that meeting today's demands for police services translates into the need for up to a one-third increase in commissioned officers as well as 50% increase in related professional staff. This equates to an approximately \$25 million annual increase in expenses (2024 dollars) which would need additional new revenues to support. Additional investment in new capital facilities commensurate with staffing would also be needed. Phasing of an investment would make initial costs more manageable and support successful implementation. Maintaining levels of services in the subsequent years would require both continuous pursuit of efficiencies as well as additional investments proportionate to growth.

Based on this, it is appropriate now to consider the next stage of investment in VPD.

Background

Vancouver is accelerating its ongoing transition from a suburban to urban community. The changes have created more urban city dynamics such as higher population densities, increased traffic, and more demands on the public safety ecosystem. The waterfront redevelopment is the first of a series of projects that are expected to fuel continued development for years to come and will contribute significantly to the urbanization of Vancouver; the development permitting pipeline today includes enough development to add nearly 25,000 new residents to Vancouver's in the next several years without annexation. Such projects include the Vancouver innovation center, continued build-out of Columbia Tech Center, The Heights, Columbia Palisades/HQ, Section 30 and the Fourth Plain Corridor. Further, increased densification throughout the city will occur in coming years to both meet GMA mandates and address the ongoing housing crisis. Finally, pursuit of a future annexation strategy would increase both the population and geography served by VPD.

These changes are reflective of national shifts in development patterns and pressures toward first tier suburbs like Vancouver. Overall, growth in Vancouver's population and density have translated into new and different demands for police services. Further, the current comprehensive planning effort is anticipated to result in land use patterns that focus higher densities in areas throughout the City.

The balance of this memorandum will use a of terms of art, with the following meanings:

- “authorized position” means a full-time position included in the biennial budget; an authorized position may not be filled.
- “sworn staff” means police officers commissioned by the State of Washington to perform police work.
- “professional staff” means staff within the police department that perform essential functions, such as admin support, records management, data analytics, business management, procurement, etc., some with specials security clearances, that do not have a law enforcement commission from the State of Washington.
- “Calls for service” means calls for police service by community members received and dispatched by 911 for police response.
- “reported crime” means crimes reported from all sources (in person, on-line, result of 911 dispatch).
- “officers per 1000” is a raw measure of law enforcement capacity commonly used for comparative purposes across similarly sized agencies. While common, as a metric it has some limitations in that it does not account for community expectations or outcomes.
- “patrol” refers to the primary function of the police department and the first resources that respond to reports of crime. This excludes detectives, administrative and command staff. A significant majority of all sworn personnel in VPD are patrol officers.
- “police resources” means a patrol unit (1 officer, 1 car); a multiple resource call means multiple on-duty officers and cars are responding or engaged.

In this context, the Police Department's operational priority is to respond to emergency calls from our community as well as investigate major crime and enforce traffic laws to improve roadway safety for vehicles and pedestrians. The Departments' ability to meet the demand for services has been strained in recent years due to a range of factors:

Reported incidence of crime. Since 2018, the reported incidence of crime has increased by over 100%. Of particular concern is crime against persons has increased over 80% since 2018. Most recently, this has levelled off; it is unclear whether this is an actual reduction in crime, or a reduction in reported

crime driven by a sense of futility by crime victims that reporting will have any impact due to the departments limited ability to respond or investigate lower-level crimes. Over time, unaddressed crime – even low-level crimes - can have a significant negative impact on the sense of safety in a community as well as confidence in the community’s reputation.

Call volume and complexity. Since 2018, there has been a 29% increase in total 911 dispatched call volume to a total of 86,875 calls in 2022 (~238 calls per day). At the end of the 3rd quarter in 2023, there were already 66,266 calls for service and the year-end projection is expected to be slightly higher than last year.

Today, there are almost no “easy” police calls for service, with nearly all calls having layers of complexity. It is also relatively common for calls to require multiple police resources either to contain, de-escalate or defuse a situation, and these types of calls are not typically resolved quickly. In Vancouver the daily number of incidents that require six or more patrol officers to respond to a single call has more than doubled since 2017, to more than nine incidents per day. During these calls, more than half of all available patrol resources from a specific precinct are required at a single call for service. The frequency of these incidents results in large portions of the city with significantly diminished police coverage for significant parts of the day, translating into delayed response to calls for service and increased risk.

Staffing. The Department is experiencing staffing limitations in sworn and non-sworn staff.

Between 2016 and 2021, the City made a significant investment in additional police staffing, adding 44 commissioned officers over six years. This investment was funded by combination of increases in business taxes, revenues from the Van Mall North annexation, marijuana taxes and utility taxes revenues. During the pandemic – during which there was also a social justice movement and major police reforms - the City limited staffing additions in police. In 2022 and 2023, a total of 8 additional officers were authorized, funded largely by the City’s share of the public safety sales tax revenues passed Clark County voters in 2022. Since 2018, the authorized sworn staffing has increased by 16%.

Since the late 2000’s, it had been challenging for the City to fill all authorized police officer positions. However, over the last year this has changed and as of fall 2023 all authorized patrol officer positions are filled. While this is a positive step, anticipated retirements in coming years will continue to put pressure on recruitment. The arrival of the Southwest Washington Regional Criminal Justice Training Academy, authorized by the legislature in 2023, anticipated to open Q1 2024, will enhance the City’s ability to recruit and train locally as well as decrease the wait time to get a new student officer enrolled into a basic police academy.

Despite this progress since 2016, the number of authorized commissioned officers in VPD is among the lowest in the state of Washington as well as nationally. Further, VPD operates in the context of all Clark County law enforcement agencies which, collectively, have the lowest total staffing levels compared to similarly sized counties in the state.

County	Total Pop	Total LE in County	Officer/1000
Clark	520,825	447	.86
Pierce	928,937	967	1.04
Spokane	550,700	651	1.18

Based on the WASPC Crime in WA 2022 Report

Vancouver's adjacency to Portland, a major urban influence within our metro area, is a dynamic our peer organizations such as Tacoma and Spokane, do not have. The compound impact of these variables is quickly straining capacity within our public safety system.

Finally, the capacity of the authorized commissioned force is constrained by the patrol shift schedule, and to a lesser degree by other elements of labor agreements. Long a part of collective bargaining agreements, the City's patrol shift schedule restricts the flexibility in how officers are deployed throughout a 24-hour period, resulting in a mismatch between patrol schedules and periods of high demand.

Investigations. Vancouver Police Detectives currently investigate an average of 1,700 new cases every year. Each detective carries an average caseload of over 60 investigations, and they are at capacity. Based on current volumes referred for investigation from patrol operations, supervisors must triage each case based on public safety risk, statutory requirements (such as domestic violence investigations which may have mandatory arrest requirements) and the viability of identifying/locating the suspect(s). However, each year, there are nearly 3,100 incidents which go uninvestigated that may have some type of investigative lead.

Training. Training is a valuable and critical aspect of an effective police department. All Washington Police Officers are required to have a minimum of 24 hours of in-service training. Additionally, several groups of our police officers have already completed their mandatory 40 hours of Law Enforcement Training and Community Safety Act (LETCSA). This is specifically related to the passage of I-940 which must be repeated by every officer every 3 years. In addition, each City of Vancouver employee must complete several hours of city required training every year. The Vancouver Police Training team is approaching capacity and unable to take on additional tasks without additional staff and resources.

The combined effect of these constraints also drives the reliance on overtime, which is costly and can contribute to officer fatigue. Historically, the global overtime has been increasing at approximately 6% per year. This year, we are projected to increase overtime hours by 24%. ¹

Opportunities

There are opportunities to enhance the effectiveness and level of service of VPD to better meet the needs of a growing, urbanizing Vancouver.

Community engagement and accountability. Increased capacity among sworn officers would allow more proactive engagement with the community we serve. Proactive engagement from police is generally correlated with a reduction in overall crime and a resulting increase in perceptions of community safety and stronger relationships between the department and the community it serves.

Technology: VPD currently uses a relatively standard array of technology to support law enforcement efforts, which has enhanced the implementation of the police camera program over the last year. Further systemic investments in technology holds the promise to enhance the effectiveness and efficiency of community safety and law enforcement efforts.

Facilities: The city's current police facilities, built in the mid 2000's, are at capacity and do not include room for growth. Further, there have been evolutions in both the type of work VPD does and the manner in which the Department's work is done since these facilities were built.

¹ FY 2020 YTD (Nov. 30) OT hours – 31, 327, FY 2021 YTD OT – 33, 372, FY 2022 YTD OT – 35,588, FY 2023 YTD OT – 47,130

Public Safety Ecosystem and Other Considerations

Additional law enforcement capacity drives the need for capacity in other elements of the overall safety and wellbeing ecosystem. For example, jail, courts (including specialty courts), community court, prosecution, defense, and co-responder resources for mental health and substance use crisis.

Jail. The City of Vancouver does not own, operate, manage, or govern the jail. Rather, we contract with Clark County for jail services. However, the Clark County Jail is an important partner in our SW Washington Criminal Justice ecosystem. The Jail is working through a new management model and diligently trying to improve staffing. As Jail staffing improves and more housing areas become available, the City will be able to continue to lodge dangerous offenders and those required by statute to be arrested, but also chronic offenders as well as those who have active arrest warrants.

Courts. As with the Jail, the City does not oversee or manage the court system; we contract with Clark County for court services. The capacity of the court system is currently strained, and an increase in policing capacity would add to the demand for court services.

Prosecution & defense. An investment in additional police capacity would be expected to result in additional apprehensions of suspects that translate into increased prosecutions and the need for indigent defense. Investments in these areas of the ecosystem need to be made proportionate direct police services.

Co-response. VPD currently relies on a modified co-response model, giving officers and field supervisors an on-call resource to bring specialists in mental health crisis on scene when needed. Expansion and enhancement of co-responder resources available to patrol operations for real-time response as well as proactive team independent of the patrol function would enhance community safety outcomes.

Dispatch. The City currently is a member of the regional consortium of CRESA that provides 911 dispatch services to VPD. These services need to evolve to meet the needs of a growing, urbanizing community.

Enterprise and support services. An investment in VPD staffing and resources would also increase the need for HR, IT, General Services, Finance, Legal, Risk Management, Equity & Inclusion and other enterprise services. Building this capacity within the City organization would be essential to success in delivering better outcomes to the community.

Timing. The trends and dynamics described here are being experienced by the community, department and larger ecosystem today. Bringing additional resources online to address the apparent gaps in level of service from VPD would take time. The reality of hiring, training, housing and deploying additional police suggests that a multi-year approach to resourcing the department would be necessary. This also means that there would be a 2–6 year ramp up in improvements to levels of service in VPD once a new investment is approved.

Next Steps

There is shared expectation and desire in our community to foster both a real and perceived sense of safety, evidenced from survey responses and the anecdote of multiple requests from business owners, neighborhood associations, school districts and other government partners for additional police service which nearly all must be completed on overtime. On the horizon, new technology and programs are

available which will enhance public safety services; however, additional staff is required to manage and operate such programs.

Building on the model and foundation of the community task force on policing that advised on implementing changes in the use of force policies and practices and a camera program for VPD, the City Manager's Office will be convening a community-based committee to review and advise on current levels of service, gaps, desired (and measurable) outcomes, and potential investments in VPD and related ecosystem. The intent of this work is to formulate a recommendation to the City Manager by mid-2024 for the City Council to consider. Once a recommendation is made, the committee would be asked to continue on in support of transparency and accountability in implementation of the initiative and department outcomes.

Given the magnitude of known gaps and the limited range of revenue tools available to the City, it is anticipated the next investment in the system of community safety and wellbeing would necessitate a voted property tax levy. As noted earlier in this memorandum, there may be a need for as much as a \$25 million increase in current expenditures, plus commensurate capital facilities investments, to meet community expectations.

Given the timing of bringing new resources online and the growing demand for services, there is a sense of urgency around moving a potential investment forward. Given the potential magnitude of an investment, a phased approach to revenue, staffing and capital investments will need to be explored.

If City Council ultimately agrees an investment is needed, a mid 2024 recommendation will allow Council a choice of placing a levy on the general election in 2024 (or later if Council deems appropriate).

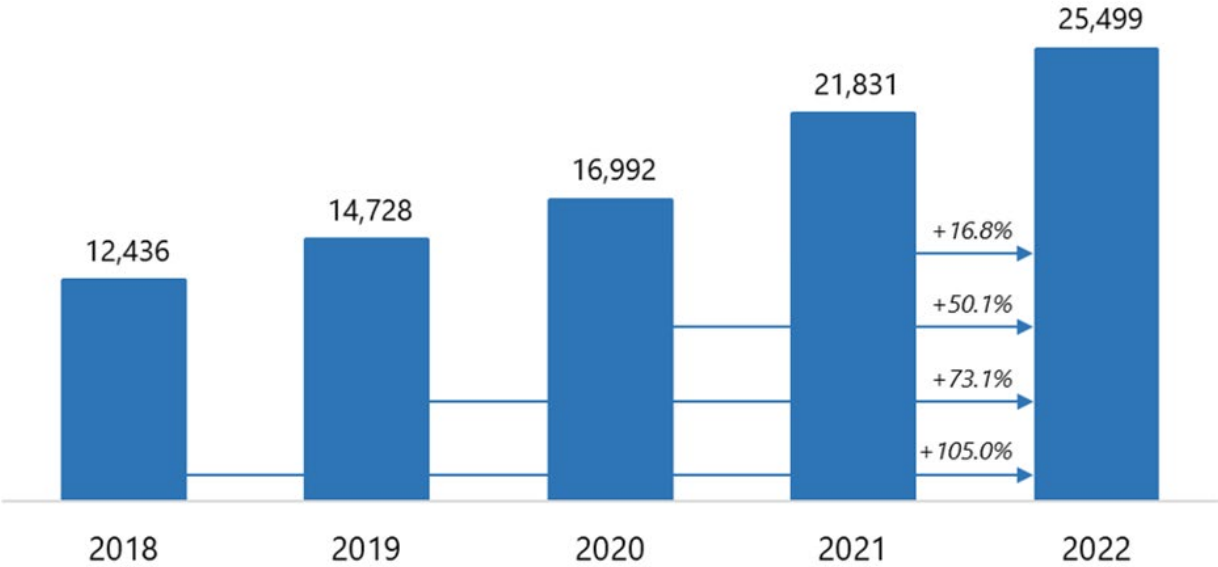
We look forward to a discussion with Council on December 18.

Attachments:

- Select departmental data
- Association of Washington Cities report: Evolving public safety & criminal justice services (2023)

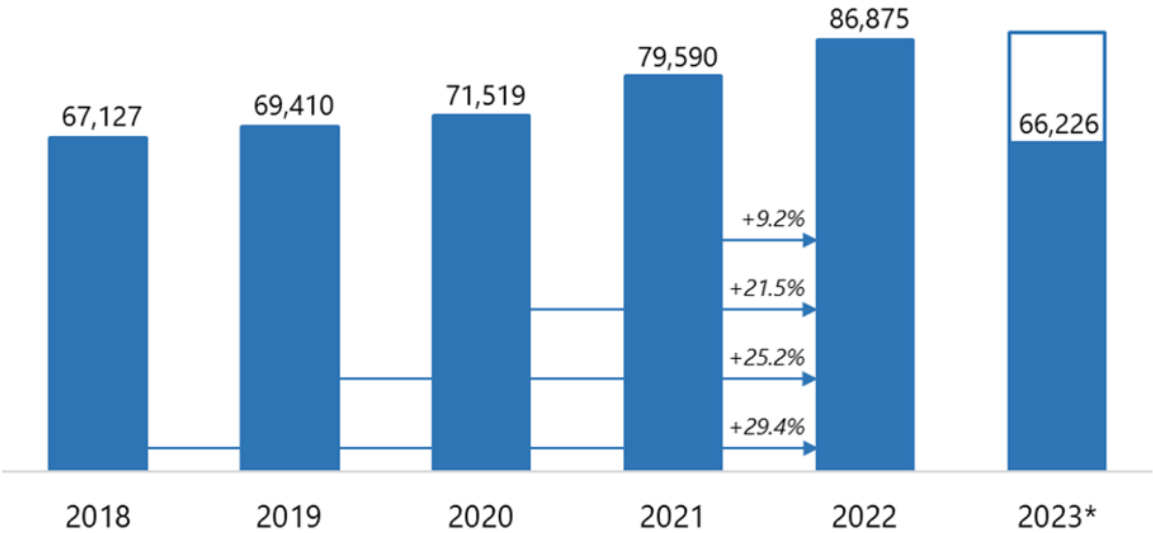
REPORTED CRIME IN VANCOUVER

NIBRS Group A (Person, Property, Society) Crimes as Reported on WASPC (2018 -2022)



CALL VOLUME GROWTH IN VANCOUVER

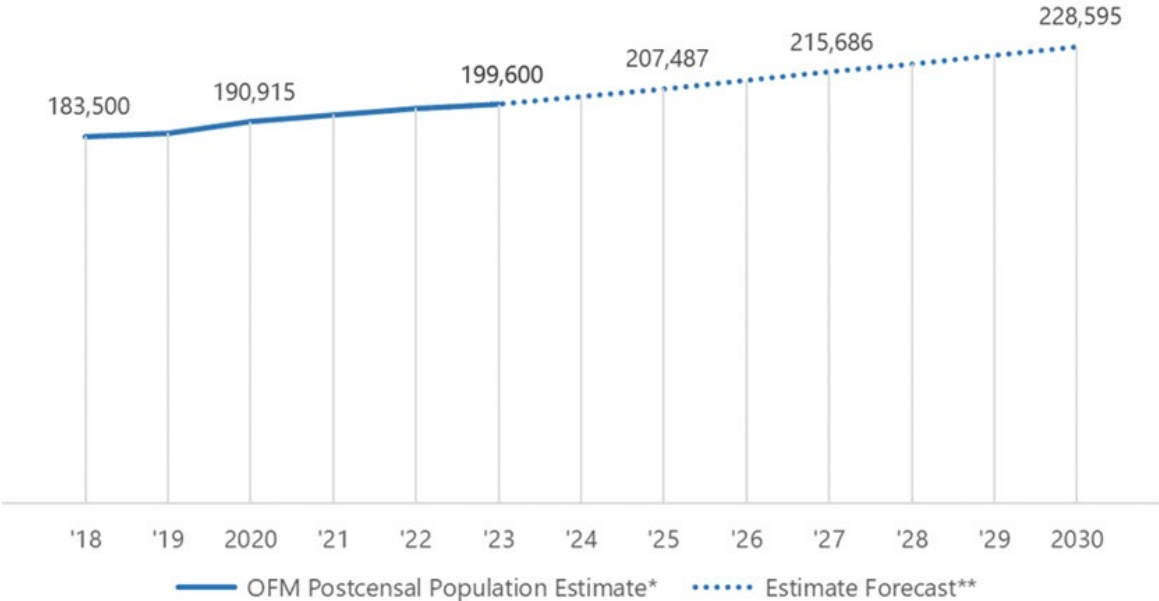
Calls for Service (January 2018 - September 2023)



**2023 is through the 3rd quarter*

POPULATION GROWTH IN VANCOUVER

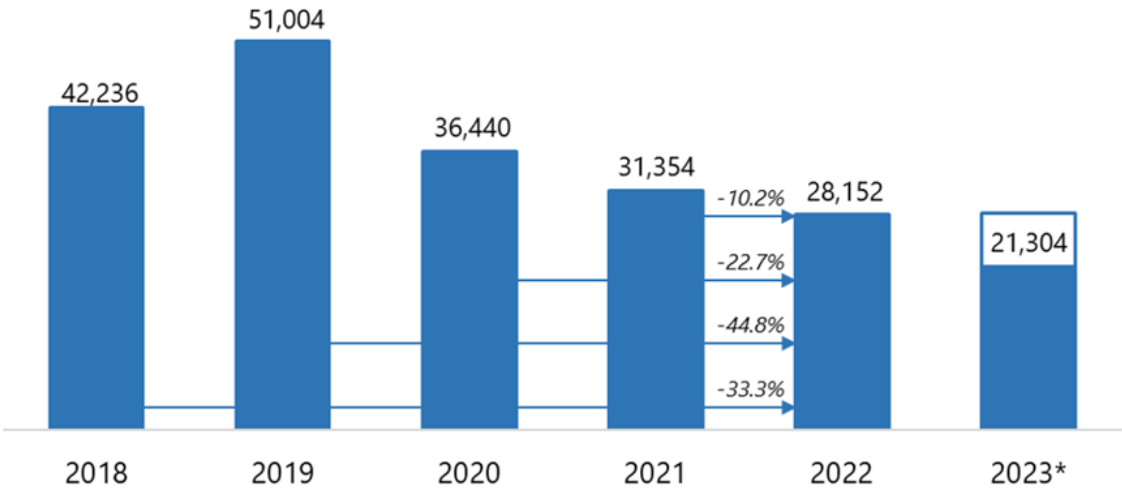
City of Vancouver OFM Postcensal Population Estimates (2018 - 2023)



*Decennial years are presented as actual Census counts; other years are postcensal estimates
**Based on an 10-year average annual growth rate of 2.0%

PROACTIVE VPD OFFICER TIME DECREASE

Proactive Officer Initiated Events (January 2018 - September 2023)



*2023 is through the 3rd quarter

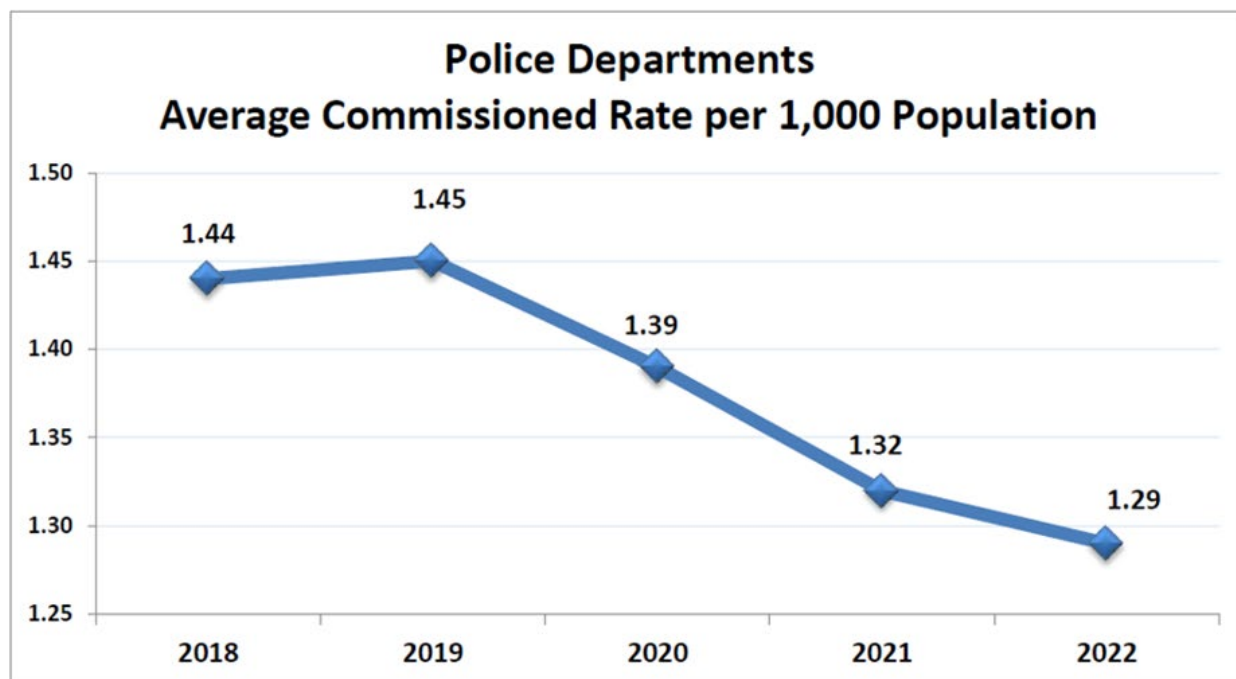
AUTHORIZED OFFICERS TO COMPARABLE WASHINGTON CITIES

City	Total Pop	Total LE	Officer/1000
Vancouver	197,600 *	212*	1.076
Tacoma	220,800	324	1.47
Spokane	230,900	341	1.48

Based on the WASPC Crime in WA 2022 Report

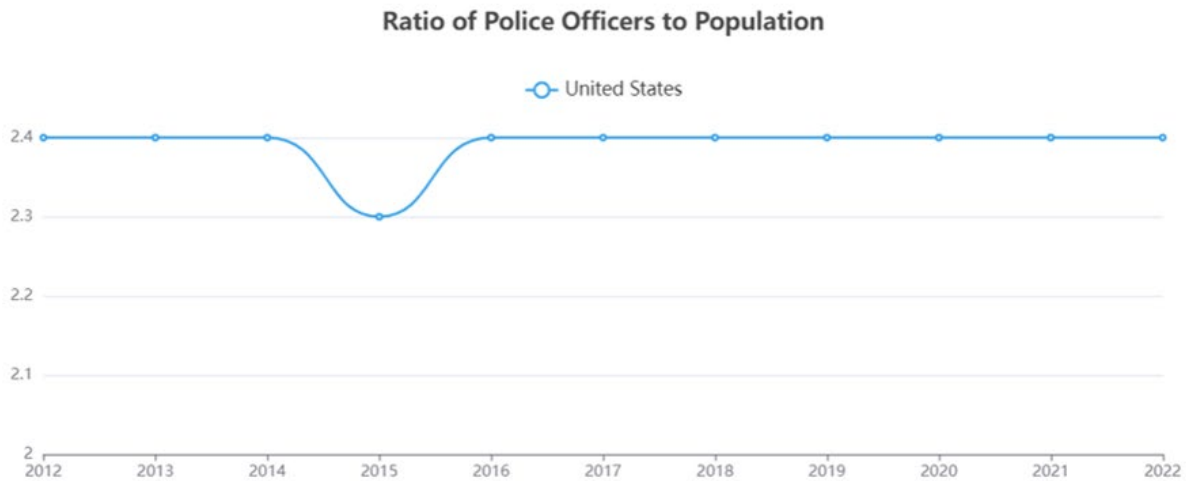
**If adjusted to current a current population (200,000) and VPD authorized (244), equals 1.22/1000*

WASHINGTON STATE AVERAGE FOR OFFICERS PER 1000



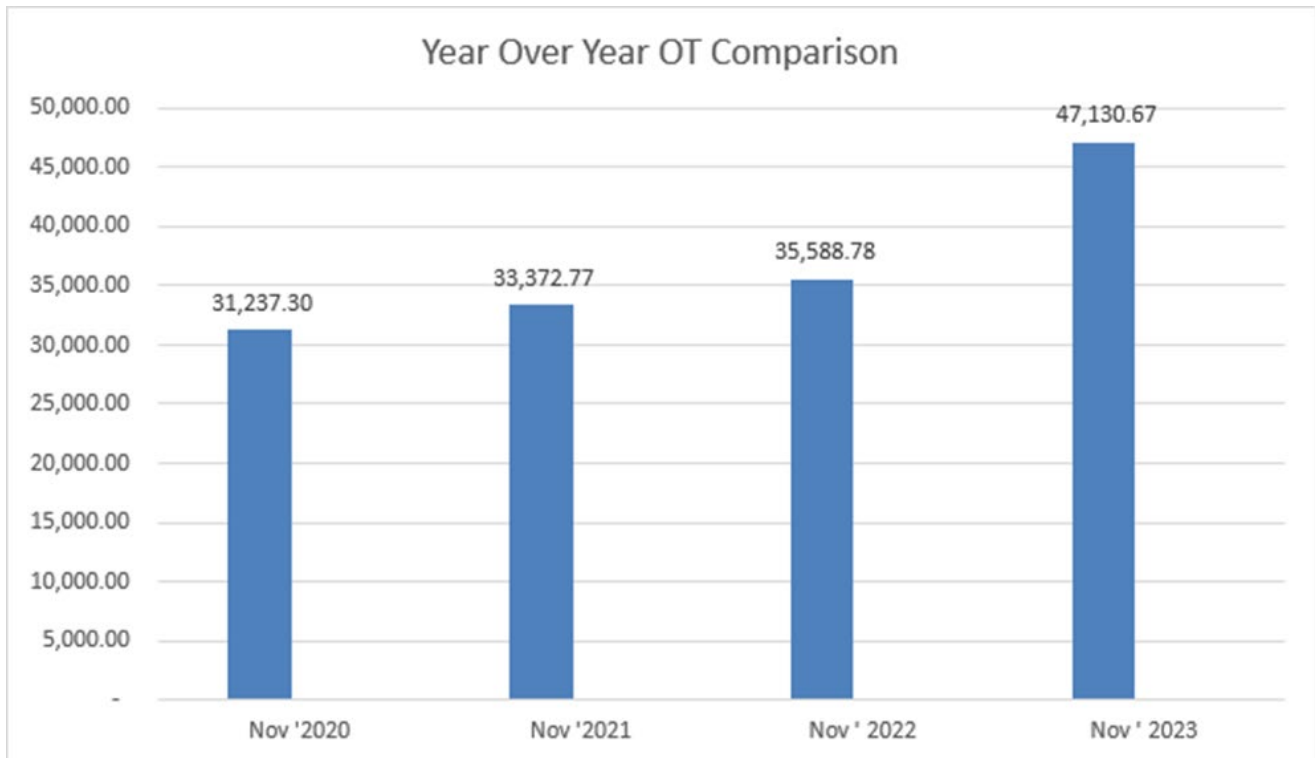
Based on the WASPC Crime in WA 2022 Report

NATIONAL AVERAGE FOR OFFICERS PER 1000



Based on the Federal Bureau of Investigation Crime Data Explorer
<https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/le/pe>

VPD OVERTIME INCREASE IN TOTAL NUMBER OF HOURS



The communities we serve:

Evolving public safety & criminal justice services



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Introduction

Public safety is a core responsibility of city government, and Washington cities are leading efforts to address evolving public safety needs. Cities foster public safety in a variety of ways, including: preventing crime, protecting the public, transforming police departments to address accountability and increase trust, partnering with behavioral health professionals to serve individuals in crisis, equipping courts with therapeutic programs to help individuals with substance use disorder, and providing other vital services to communities across the state.

Without additional state investments, however, cities are struggling to address emerging public safety challenges—increasing crime rates, a national debate on the role of and trust in police departments, difficulties with recruitment and retention of law enforcement officers, substance use and behavioral health crises, changing expectations from residents, and limited revenue resources.

Strong cities need:

- 1. Additional tools for recruitment and retention of law enforcement officers**, including the ability to hire part-time law enforcement work, sufficient capacity for Criminal Justice Training Commission (CJTC) Basic Law Enforcement Academy (BLEA) classes, and financial flexibility to utilize city revenue for public safety needs.
- 2. Greater state financial support** for co-responder and Law Enforcement Assisted Diversion (LEAD) teams and for misdemeanor-level therapeutic court programs.
- 3. A robust and accessible statewide network of substance use disorder and behavioral health services and treatment** to ensure access to care for all residents at all stages of need, from crisis treatment and inpatient care to long-term outpatient recovery needs.

By 2030, another 350,000 people are expected to move to Washington. For cities, the landscape is changing: populations are changing, expectations are changing, demands are increasing, and with that, law enforcement and the criminal justice system must continue to evolve, too. This report details some of the success stories and current challenges that cities experience in providing public safety and criminal justice services.

All of Washington's 281 cities and towns are unique, with different challenges and strengths. Although the challenges are many, there are common areas where the collective voice of cities can encourage increased support for the great work that cities and towns do. In this year's *State of the Cities* report, AWC examines the present condition of public safety, along with the current state of criminal justice and behavioral health systems, to explore challenges that cities face and discover areas where cities can learn from each other.

Public safety is a core responsibility of city government. Washington's cities are made safer places to live, learn, work, and play thanks to high-quality police, court, prosecution, public defense, and jail services delivered by municipal staff. Some cities are direct providers of some or all of these services, and cities without their own police department partner with neighboring cities or their county to provide public safety services.



Nearly **70% of Washington cities** have their own police department.



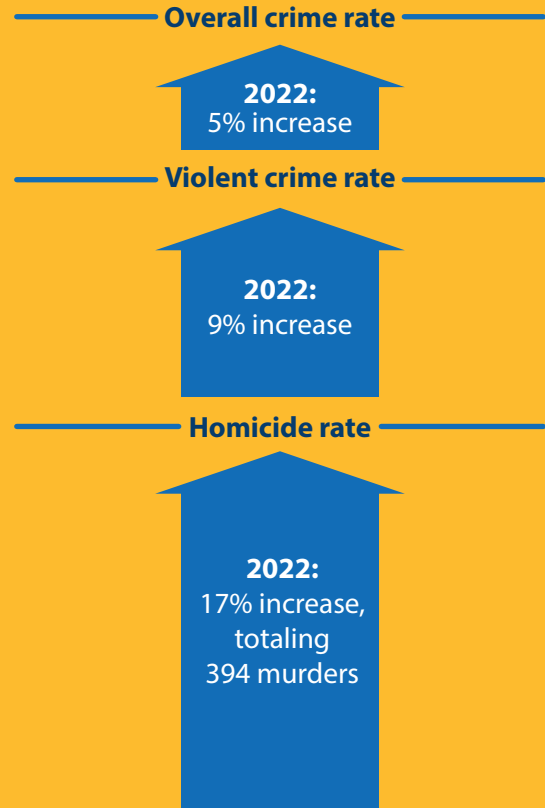
Public safety is a top concern for Washington cities. In a recent survey of AWC members, **70% of cities** listed public safety as a "top five" policy priority.

Cities are experiencing an increase in crime, especially violent crime and other crimes against people, property crimes, vehicle theft (including catalytic converters), and drug possession.

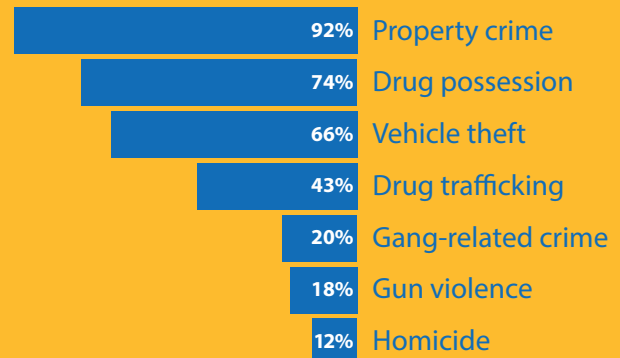
In response to increased crime, many cities have bolstered public safety funding. **62% of cities** reported that they planned to increase funding for public safety over the prior year, including many cities that planned to increase funding by more than 10%.

Increase in crime

Statewide, crimes against people have increased

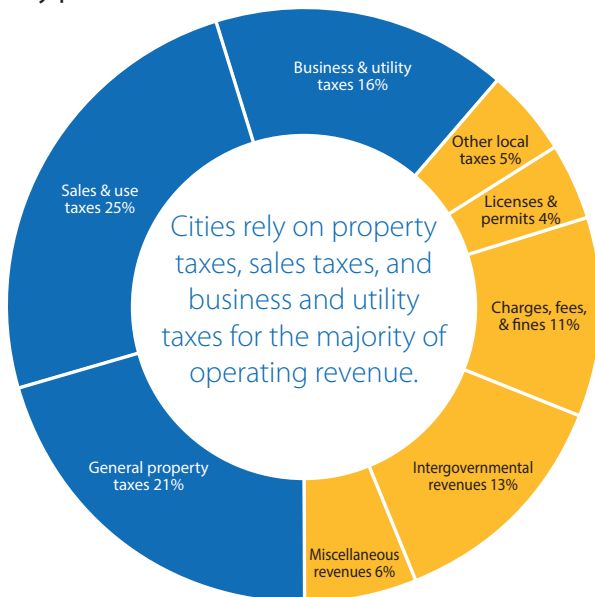


Cities reported an increase in crime in their communities in 2023

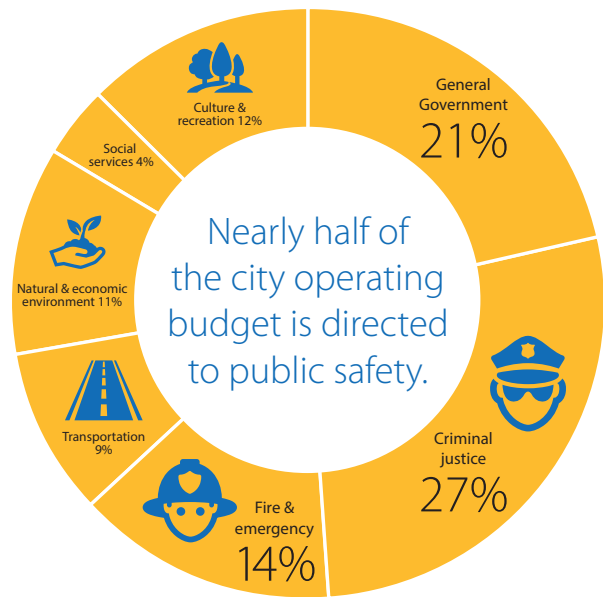


Funding the public safety system

On average, nearly half of a city's operating budget is spent on police officer and firefighter salaries, emergency medical services, courts, and jails. The majority of those expenses include costs for vital public safety personnel.



Source: State Auditor's Office; general fund, special revenues.



Source: State Auditor's Office; general fund, special revenues.



Source: Office of the State Actuary

As cities have taken on new public safety challenges, new revenues have not kept pace or allowed cities to expand programs. The added cost burden, combined with limited revenue options for cities, requires cities to shift resources away from other popular and important services such as parks and recreation and street repair. This is not a new challenge, but must be addressed in the context of the state's significant investment and partnership with cities.

Revenue

Most of the public safety budget comes out of a city's general fund. However, cities can use other sources of revenue to provide those services to their communities.

State-shared revenues



Some of the funds come to cities as distributions from the state general fund or come as restricted revenue distributions from state or county taxes.

State-shared revenues are distributed and allocated to cities and towns by a formula, usually set by state statute or determined by the Legislature in the state budget process. While some state-shared revenues are influenced by local policies (such as the cannabis excise tax), most are distributed based on population or other factors that are beyond the city's direct control.

Grants



Federal grant funding is often available, but it is one-time funding, very limited in amount, and highly competitive.

Local options



Cities have few tools of their own to generate additional revenue for public safety or criminal justice purposes; however, cities can receive funding from two optional countywide sales

taxes: the 0.1% criminal justice sales tax and the 0.3% public safety sales tax. Revenues from these sources are shared on a per capita basis using different formulas. Cities also have the authority to impose their own 0.1% public safety sales tax with voter approval.

Fines and fees



Cities generate some revenue from a portion of civil penalties, such as traffic or parking infractions, and from criminal misdemeanor fines, such as driving under the influence.

For a more detailed description of revenue sources, see Appendix.

Traffic tickets – Where does the revenue go?

One misconception is that cities retain all traffic ticket revenue. This is simply not true.

Although local law enforcement officers write the majority of ticket infractions in Washington, cities split the revenue they receive with the state general fund and dedicated funding sources.

The base fine for each infraction is set by the Washington Supreme Court.

Overall, traffic ticket revenue is down significantly in recent years, causing deficits in many of the programs funded with traffic fines.

Breakdown of a \$145 ticket

	City revenue	State remittance
City or county issuing the ticket	\$48.11	
State general fund		\$57.89
Judicial Information System (JIS) Account JIS is the primary information system for Washington state and local courts. It serves as a statewide clearinghouse for criminal history information.		\$23
Trauma Care Account This account funds the trauma care system, including EMS, trauma care services, rehabilitation, and related planning and development.		\$5
Traumatic Brain Injury Account Supports statewide comprehensive community planning related to traumatic brain injuries.		\$5
Driver Licensing Technology Support Information technology systems used by the department to communicate with the Judicial Information System, manage driving records, and implement court orders.		\$6
Subtotals	\$48.11	\$96.89
Total	\$145	

Cities only receive 1/3 of typical traffic ticket fines

Recruitment and retention challenges



55% of the state's commissioned law enforcement officers are city police

Cities in 2020 reported that public safety costs were the area within municipal budgets most likely to increase. The primary cost driver for public safety, like many city services, is wages and benefits.

Washington's police officer to population ratio has decreased

For every 1,000 residents:

In 2000:



In 2022:



Washington state is facing historic vacancies in law enforcement, and cities across the state face challenges with hiring and maintaining police officers necessary to do critical work.

Despite already having one of the lowest numbers of law enforcement officers per capita in the country, Washington cities are also dealing with extra stressors:

- **70%** of cities foresee hiring new officers as a major challenge;
- **Nearly 40%** of current law enforcement officers are either eligible for retirement, or will become eligible, in the next few years; and
- **41% of cities** anticipate that retirements or resignations will impact their public safety staffing.

Many officers are eligible for retirement



This problem is not unique to Washington. A national survey in 2020 found that police departments are only filling about 93% of budgeted positions available. An ongoing national debate regarding police culture, use of force, and law enforcement generally, has impacted the public's view of law enforcement as a career. This, combined with in-state challenges such as delays for officers to be accepted into the CJTC BLEA and the ongoing effects of the COVID-19 pandemic, have further exacerbated the problem locally. These challenges are compounded by the aging demographics of our state's police force, with 37% of officers eligible for retirement now or in the next few years. Some of these challenges can be addressed at the state level, others must be solved at the local level, and some involve national cultural shifts that will likely take years to resolve.

In AWC's 2023 City Conditions Survey, 70% of cities reported that hiring new police officers was the most significant challenge they expected to face in their police departments. This is true even though cities are offering financial incentives:

- **42%** are offering financial hiring incentives for lateral transfers;
- **29%** say they offer financial incentives for new hires; and
- **24%** offer financial incentives for retaining existing officers.

The problem is further impacted by the delay between the time a police recruit is hired and when they can obtain the necessary training at the Basic Law Enforcement Academy (BLEA). Since the 1970s, the CJTC has provided standardized, mandatory training for law enforcement agencies statewide through the BLEA.

Recent state legislative appropriations aimed at creating new regional training academies are focused on decreasing wait times to enter BLEA and providing new options for those who previously were unable to spend eight months away from home for training in Burien or Spokane.

Thanks to an additional \$3,437,000 in funding approved in the 2023-2025 state operating budget, CJTC will increase the number of BLEA classes from 20 to 23 per year and add six classes each year at the regional academies in Pasco, Skagit County, and Clark County. Additional capacity will likely be needed to keep up with the necessary pace of hiring new law enforcement officers.

As cities strive to keep their communities safe, the difficulties in recruitment and retention of law enforcement officers are of paramount concern.

“One of the biggest effects of the vacancies has been longer response times to 911 calls.”

– Vancouver Police Chief Jeff Mori

Understaffed departments also put increased pressure on existing staff and budgets.

A well-trained and staffed law enforcement agency is vitally important to every community. As cities work to create and maintain professional, community-oriented police departments, cities need the state to partner with local governments to improve public safety by assisting with recruitment and retention efforts.

Reforms

Across the nation, calls for reform have intensified in recent years, and law enforcement is at the center of an intense and ongoing national debate. Public outcry led to demands for changes to training and certification, standards for use of force, and new systems for decertification of officers.

In a 2022 Gallup poll, 90% of Americans supported changes in law enforcement, with half of those surveyed supporting “major changes.” The public made it clear that they expect a high level of professionalism, reasonable response times, trauma-informed and culturally competent police officers, and fairness and objectivity in the enforcement of the law.

Nationwide, state legislatures have responded, including the Washington Legislature’s passage of reforms in 2021.

Legislative requirements and increasing liability insurance are weighing on city leaders’ minds:

- **60% of cities** listed public safety-related legislative directives as one of their biggest challenges in 2023; and
- **36% of cities** named increasing liability costs in the same category.

Cities are working to meet community demands for more transparent policing, adopting innovative policing policies and alternative response teams, and providing additional training. While critical, these additional programs are costly and paid primarily through a city’s general fund. Even without these additional programs, public safety costs typically use nearly half of a city’s general fund budget.

How city officials are responding

Response to public demands has not been limited to the state Legislature—it is ongoing at the local level. City councilmembers, mayors, and managers/administrators play a key role in promoting and maintaining public trust in the city’s police department. These officials should not limit their oversight role to creation of the city’s budget. Instead, they can and should set appropriate policies for the police department and ensure local accountability.

2021 Washington state law enforcement reforms

Prohibiting the use of choke holds or neck restraints

Prohibiting the use of a “no-knock” warrant

Modifying the standard for when an officer may engage in a police vehicle pursuit

Limiting the kinds of surplus weapons a department may receive from the military

Limiting when officers may use tear gas and requiring the highest-ranking elected official in a jurisdiction to authorize the use of tear gas against members of the public

Establishing a duty for law enforcement officers to immediately intervene if a fellow officer is using excessive force and to render aid to the person

Requiring officers to report any criminal conduct by another officer

Establishing a statewide standard for use of force

Limiting when and how law enforcement officers can use force against members of the public and establishing additional training requirements. The legislation created an expectation for officers to de-escalate and requires law enforcement to exercise care in the use of any force in order to reduce violence and prioritize the sanctity of life.



Body-worn cameras

One notable area where city councils have taken the lead in increasing integrity and accountability of law enforcement is with body-worn cameras.

Body cameras record interactions between police and the people they encounter and are popular with the public. Electronic recording is now required anytime an officer conducts a custodial interview (RCW 10.122), but body-worn cameras also offer departments an opportunity to foster accountability, transparency, and legitimacy—to build trust and improve relationships with their communities. As of 2020, only about 25% of law enforcement agencies had body cameras, but roughly half of those without body cameras were seeking funding or taking other steps towards implementing a body-worn camera program.

Despite the benefits, the expense of body-worn camera programs have kept this technology out of many police departments. Body cameras include physical cameras, but also include camera maintenance, data storage, IT staff time, training, video redaction—the total cost per camera can exceed \$2,000 per year. For a department of any size, this can be a significant ongoing expense. Body cameras, when implemented well, can be a technology that plays a role in a department's transparency efforts.

2 The changing role of crisis first response

Cities are not traditionally direct behavioral health service providers, yet law enforcement officers are increasingly dispatched to behavioral, mental health, and substance use crises. Nationally, behavioral health and substance use concerns represent roughly 20% of 911 calls. A crisis of this type can be both tragic and dangerous for the individuals, families, and communities involved.

The federal Substance Abuse and Mental Health Services Administration (SAMHSA) provides much of the federal funding to states for behavioral health programs. This funding is further distributed to counties, behavioral health administrative service organizations (BHASOs), accountable communities of health (ACHs), and ultimately to service providers.

In communities across the state, extreme disparities exist in access to frontline first responders, behavioral health resources, and drug treatment. Cities are often on the front line trying to address the problems created by the lack of available services and are asked to resolve issues during a crisis.

The Legislature has made significant investments in this system in the past few years, but major gaps still remain. Many communities do not have local options to divert people into drug treatment—or the nearest service center is often located many miles away from the community.

Washington is experiencing historically high numbers of drug overdoses

In 2021:

2,264 fatal overdoses

4,901 nonfatal hospitalizations

People in crisis need...



Someone to talk to



Someone to respond



Somewhere to go

Additionally, complicated and overlapping systems often mean that the responder who shows up first to the scene of a crisis may not be equipped to handle it.

A number of cities are adopting alternative response programs that complement or replace a traditional law enforcement response with one that takes a holistic approach to an individual's needs. Many situations require professionals trained in a different set of skills than law enforcement officers. Community diversion options like mental health co-responders, Law Enforcement Assisted Diversion (LEAD), and Community Advocates for Referral and Education Services (CARES) programs have proven successful as alternatives for responding to crises.

- **25% of cities** have an arrest and jail alternatives program (e.g., LEAD);
- **39% of cities** pair a behavioral health or mental health co-responder with law enforcement when appropriate;
- An additional **19% of cities** have fire-based co-responders (e.g., CARES); and
- **16% of cities** operate mobile crisis response.

Additionally, 25% offer pre-trial diversion and 27% operate a therapeutic, community, or substance use disorder court.

Co-response

Co-response refers to a diverse set of programs characterized by behavioral health personnel embedded within, or responding alongside, law enforcement or emergency management services personnel. This can take the form of different models including:

1. Ride-along where a behavioral health clinician responds with an officer;
2. Behavioral health personnel who are embedded in or part of a department that respond with or without other personnel, and wearing clothing that identifies them as part of that department; and
3. A team that follows up with a person in crisis after contact by a first responder.

Cities or partners can also have community responder teams that work independently of law enforcement and fire—mobile crisis teams that respond directly to an individual in crisis and connect them with services.

The first responder will often be a city police officer or the fire department, but the emergency need does not end with the arrival of the first responder. Cities rely on counties and the state to support a robust behavioral health system for individuals in crisis to receive necessary treatment and care.

Cities are training and equipping first responders to handle these types of calls and are developing industry best-practice models for co-responder teams.

But even the best co-responder team cannot provide comprehensive treatment to an individual in crisis. Appropriate, quality treatment for substance use disorder, behavioral health conditions, and co-occurring disorders must be immediately accessible to all who require treatment.

Law enforcement alternative programs

Broadly speaking, a Law Enforcement Assisted Diversion (LEAD) program seeks to divert non-violent, low-level offenders to support services to help them overcome challenges and avoid arrest or jail time. In 2023, the Legislature established an ongoing grant program for Law Enforcement Assisted Diversion. While this investment in LEAD programs was a vital first step, increased funding in future years will be necessary to develop LEAD programs throughout the state at the scale necessary to address the growing behavioral health and substance use disorder challenges in our state.

Case studies

Case study Whatcom County LEAD program



All municipal police departments, including the Bellingham Police Department, and the Whatcom County Sheriff's Office partner for a joint LEAD program that launched in 2020. In addition to all local law enforcement agencies, the Whatcom County LEAD program partners with local prosecuting attorneys' offices, therapeutic courts, local treatment providers, and other community stakeholders.

The Whatcom County LEAD program provides support to individuals who have frequent interactions with law enforcement and who commit low-level criminal offenses resulting from mental and behavioral health challenges, substance use, homelessness, and extreme poverty. The LEAD program utilizes a case manager to help address and eliminate the root causes of criminal behavior. This includes providing participants with guidance in obtaining stable housing, medication management, substance use disorder treatment, and job opportunities.

"I honestly think this program saved [my grandson's] life."

– Kelly, grandmother of participant in Whatcom County LEAD program

Case study Poulsbo co-responder program

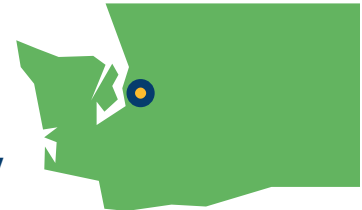


In 2021, the Poulsbo Fire Department and the City of Poulsbo launched their Fire CARES program as a part of the Mobile Integrated Health Response Unit. The goal of the CARES program is to connect individuals to appropriate care and services and to reduce the impact of nonemergency calls on fire and police

departments. The program is staffed by a firefighter/ EMT trained in crisis intervention, a social worker, and a substance use disorder professional. The CARES unit is a multidisciplinary team aimed at preventing crisis by being proactive in the field.

The CARES team responds to individuals struggling with behavioral health issues and helps them navigate the situation—whether they need medical attention, mental health care, substance use disorder services, or other kinds of care. The program has grown to accept fire and police referrals across North Kitsap communities—including Poulsbo, Suquamish, and Bainbridge Island. The CARES team works closely with area schools and service providers to improve access to care.

Case study Regional Crisis Response Agency



The communities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline worked together to create the Regional Crisis Response (RCR, pronounced 'racer') Agency – a new regional partnership that provides crisis de-escalation, intervention, and navigation to the system of care. Early data from the new program shows:

- **67% reduction** in jail bookings;
- **60% reduction** in crisis services events; and
- **4% reduction** in emergency department visits.

Cities cannot face these challenges alone. They rely on collaboration across systems. Cities can only support vulnerable community members and protect public safety if there are adequate mental health, behavioral health, and substance use disorder treatment facilities in our state. When law enforcement encounters someone in crisis, there must be quality, accessible treatment ready for them. To ensure public safety throughout Washington, cities rely on a strong partnership with the state—one dedicated to continuing to expand and grow vital behavioral health resources and treatment.

Counties and the state are critical partners to cities in the criminal justice system. City police officers are often the first line of contact in felony cases, which are prosecuted exclusively by the county. County sheriffs and state patrol enforce laws within their jurisdictions and provide mutual aid to many city police departments. The cooperation between city, county, and state begins early in the criminal justice process, but does not end there.

The separate and independent municipal courts represent the judicial branch of local government. Cities provide court services in a variety of ways. City governments provide judicial services either directly through a municipal court or by contracting with a municipal or county district court. Cities also contract with their district courts, sometimes for the courtroom judge and sometimes for prosecution and/or defense services and administration.

Depending on the severity of the crime and the jurisdiction, a case will take one of several routes:

Felonies are prosecuted by county prosecutors in county superior court, and if the defendant is held on a pre-trial basis, the defendant will be held in county jail. If the defendant is sentenced to more than a year in jail, they will be transferred to a state correctional facility. If their sentence is less than one year, they may serve their time in the county jail.

Misdemeanors (simple misdemeanors and gross misdemeanors) are handled in several ways:

- If a city contracts with its county, the case goes to the county prosecutors in county district court.
- If a city operates its own municipal court or contracts with a municipal court, the case goes to the city prosecutors, where indigent defense attorneys may be full-time employees or contracted attorneys. The case will be handled at the municipal court.

In either situation:

- The costs of prosecution and defense are paid by the city—either directly or through a contract with the county.
- If a defendant is held in jail at any time, it will be in either a municipal jail or the county jail. Regardless of the location, the city in which the crime allegedly occurred is responsible for covering the jail costs, including medical treatment administered while in custody.

Defendants are constitutionally entitled to legal representation if they cannot afford a private attorney. The costs of the defense attorney in misdemeanor cases are borne by the city, either through directly providing attorney services or through a contract with the county. Defense attorneys are limited to no more than 300-400 misdemeanor cases per attorney per year, as set by the Washington Supreme Court.

The process is well-coordinated but is not the same in each city. Every municipal court and county court has slightly different court rules, dockets, and administrative processes. All of this is intended to reach a consistent level of justice statewide, based upon the needs and resources of each community. For this reason, imposing “one-size-fits-all” solutions are particularly challenging for a system that varies throughout the state and operates 24-7, 365 days per year. The system cannot be “paused” while new legislative changes are implemented.

The criminal justice system faces workforce challenges

Nationwide defense attorney shortages mean that Washington state also feels the strain of finding enough qualified defense attorneys who are willing to do public defense work.

Nearly 7% of Washington’s cities provide their own city jail. Cities that do not provide their own police, jail, or court typically contract with their county, another city, or another governmental entity (such as a tribal government).

Courts

Washington Supreme Court
• Appeals from the Court of Appeals • Administers the state court system
Court of Appeals (Division I – Seattle; Division II – Tacoma; Division III – Spokane)
• Appeals from lower courts
Superior Court (serve the county, or cluster of counties, in which they are located)
• Civil matters • Domestic relations • Felony criminal cases • Juvenile matters • Appeals from courts of limited jurisdiction
Courts of Limited Jurisdiction (district and municipal courts)
• Misdemeanor criminal cases, including driving under the influence, reckless driving, and fourth degree assault • Traffic, non-traffic, and parking infractions • For municipal courts: violations of municipal or city ordinances • Domestic violence protection orders • Civil actions of \$75,000 or less • Small claims up to \$10,000

According to the Washington State Administrative Office of the Courts (AOC), 90.9% of cases filed in 2022 were filed at the municipal or district court level, totaling nearly 1.5 million cases. Washington cities operate 100 municipal courts, some with full municipal court jurisdiction and others for violations/ citations only.



**100 cities
operate their
own municipal
court.**

Municipal courts	Operated by one city to serve its own court needs.
Community courts	Hosted by one city to serve its own court needs as well as those of one or more neighboring cities through interlocal agreements.
District courts	County courts with jurisdiction over both criminal and civil cases. District courts may serve an entire county or a portion of a county. Many cities contract with district courts to provide services within city limits.
Municipal departments	Operate as part of a district court. Cities generally provide facilities and staff while paying the county for services of a district court judge.
Traffic violations bureaus (TVBs)	Operate under supervision of the municipal or district court serving the city. A TVB expedites the handling of traffic cases not requiring any judicial involvement or potential incarceration.

Due to the critical nature of criminal justice work and the constitutional requirement to provide it, cities often must cut popular discretionary parts of their general fund budget, including parks and recreation, to pay for increasing costs.

Cities have found numerous cost-saving measures in providing municipal court services, including partnering with neighboring cities to share court resources, limiting court operational hours, and utilizing contract judges, prosecutors, and defense attorneys.

Cities identify cost-effectiveness, convenience, and community service as reasons for operating their own court. In establishing its own municipal court, a city can have more control over therapeutic court offerings, community courts servicing people who are unhoused, general court administration, pre-trial diversion programs, work crew programs, and other benefits. Like law enforcement, courts are personnel-intensive services with the bulk of resources expended on salaries, benefits, and training.

Case studies

Case study Olympia Municipal Community Court



The City of Olympia established a community court to emphasize alternative responses to less serious crimes committed by some of the most vulnerable in the community. Community courts are an alternative response to traditional punishment, instead prioritizing solving the root causes of the crimes.

By partnering with community stakeholders to provide support for housing, education, employment, substance use disorder treatment, health care, behavioral and mental health treatment, and veteran's services, the Olympia Community Court provides practical, targeted solutions to address the underlying issues that fuel criminal behavior and to prevent recidivism.

Olympia and Spokane community courts are two of four nationally recognized mentor courts for other cities in the country seeking to operate a community court.

Case study Lakewood Veteran's Treatment Court



The City of Lakewood operates a Veteran's Treatment Court that, since its inception in 2016, has a 0% recidivism rate.

Similar to other therapeutic courts, the Lakewood Veteran's Treatment Court is an alternative to prosecution that emphasizes intervention and recovery, rather than incarceration. Upon successful completion of the program, a veteran will graduate and have their case dismissed.

The Lakewood Veteran's Treatment Court has successfully graduated more than 20 participants who spent 18 to 24 months participating in weekly meetings, random drug testing, and monthly court appearances.

"I am so proud to say that Lakewood's Veteran's Treatment Court is making a difference, and the proof is in the numbers. Out of all of the vet court graduates, not one has returned to the criminal justice system. Zero percent recidivism speaks to the effectiveness of our hands-on, community-centered, and non-adversarial approach."

– Lakewood Municipal Court Judge Lisa Mansfield, who presides over the Veteran's Treatment Court

Conclusion

The criminal justice system is just that—a system. Each component—police, courts, prosecution, public defense, jails, treatment services, and reentry support services—must operate in solid partnership with the others. If any part of the system is lacking or unavailable, the entire system will not function. Similarly, when each component utilizes best practices, we see the greatest possible outcomes for the individuals involved in the criminal justice system and for the community as a whole.

Within this system, public safety and criminal justice issues are continually changing and growing—from increasing crime rates to cities serving as the front line on behavioral health and substance use crises in communities. In the face of these challenges, cities are innovating, adopting best practices, listening to their communities, and working with limited resources to meet the needs of all residents.

Washington cities consistently lead the nation in therapeutic courts, crisis response, and technological innovation. Across the country, communities are reimagining what public safety looks like. Washington cities are primed to lead, with police departments that serve their communities with integrity, a holistic criminal justice approach, an evolving response to Washington's growing population. There is more work to be done, and cities are ready to partner with the state to serve our constituents by creating vibrant and safe communities in which to live, learn, work, and play.

To address the vast changes in public safety, criminal justice, and behavioral health, cities need:

1. Additional tools for recruitment and retention of law enforcement officers, including the ability to hire part-time law enforcement work, sufficient capacity for BLEA classes, and financial flexibility to utilize city revenue for public safety needs.
2. Greater state financial support for co-responder and LEAD teams and for misdemeanor-level therapeutic court programs.
3. A robust and accessible statewide network of substance use disorder and behavioral health services and treatment to ensure access to care for all residents at all stages of need, including crisis treatment, inpatient care, and long-term outpatient recovery needs.

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Appendix:

Revenue source	What is it?	What can it be used for?	Which cities are eligible?	Does it require voter approval?
State-shared revenue State-shared revenues are distributed and allocated to cities and towns by a formula, usually set by state statute or determined by the legislature in the state budget process. While some state-shared revenues are influenced by local policies (such as the cannabis excise tax), most are distributed based on population or other factors that are beyond the city's direct control.				
Cannabis excise tax	Quarterly distribution to eligible cities from the State Treasurer's Office.	The stated intent of I-502 is that cannabis legalization would allow "law enforcement resources to be focused on violent and property crimes [and generate] new state and local tax revenue for education, health care, research, and substance abuse prevention."	Cities that do not prohibit cannabis businesses or that have at least one cannabis retailer.	No.
Municipal criminal justice distributions – Population, contracted services, high crime, special programs, and violent crime	Quarterly distribution from the state (separate distributions for: contracted services, high crime, special programs, and violent crime).	Depends on the distribution type.	All cities receive per capita distribution. Some cities receive other distributions based on violent crime rate, etc.	No.
Liquor excise tax	Quarterly distribution from the state to all cities based on population.	At least 20.23% must be used for public safety programs.	Any city.	No.

Revenue source	What is it?	What can it be used for?	Which cities are eligible?	Does it require voter approval?
Local options Cities receive additional revenues from a number of different sources, some charged at the county level and some that cities can choose to implement themselves.				
Criminal justice sales tax	Counties can impose a 0.1% sales tax for criminal justice purposes that they must share with cities on a per capita basis.	Criminal justice purposes.	Any city within a county that imposes the tax.	No.
Gambling tax	Cities that allow gambling may tax the proceeds.	Revenues must be used "primarily for the purpose of public safety."	Any city that allows gambling.	No.
Public safety sales tax - county	Counties can impose up to a 0.3% sales tax that they share with the cities in that county.	At least 1/3 of revenues must be used for criminal justice and/or fire protection purposes. The rest is unrestricted.	Any city within a county that has imposed the sales tax.	No.
Public safety sales tax - city	Sales tax up to 0.1%.	At least 1/3 of revenues must be used for criminal justice and/or fire protection purposes. The remainder is unrestricted.	Any city as long as the county has not already imposed a 0.3% public safety sales tax.	Yes – Simple majority.

Revenue source	What is it?	What can it be used for?	Which cities are eligible?	Does it require voter approval?
Fines and fees Cities generate some revenue from civil penalties, such as traffic or parking infractions, and from criminal misdemeanor fines, such as driving under the influence.				
Traffic fines	State Supreme Court establishes fines for traffic infractions, but revenues are shared with the city where the infraction occurred.	May be used for any government purpose, but a portion must be dedicated to fund local courts.	All.	No.
Limited purpose funds				
Opioid settlements	Settlement dollars from a number of lawsuits with pharmacies and opioid manufacturers and distributors.	Must be used for opioid use abatement purposes set out in the agreements and must be consistent with the state Opioid Response Plan.	Cities over 10,000 that signed on to the Attorney General's settlements.	No.
American Rescue Plan Act – State and Local Fiscal Recovery Funds	The federal government provided direct funding to cities across the country to help address the COVID-19 pandemic. Washington cities received roughly \$1.2 billion.	Funds were intended to help cities respond to and recover from the COVID-19 pandemic. Allowable expenses included public safety funding.	All cities that agreed to the terms and conditions of the funding. In Washington, 276 cities accepted funding.	No.

Source: MRSC. *Revenue guide for Washington Cities and Towns.* <https://mrsc.org/getmedia/d3f7f211-fc63-4b7a-b362-cb17993d5fe5/Revenue-Guide-For-Washington-Cities-And-Towns.pdf?ext=.pdf>.

Association of Washington Cities

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AWC serves its members through advocacy, education, and services. Founded in 1933, AWC is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch, and with regulatory agencies. Membership is voluntary. However, AWC consistently maintains 100% participation from Washington's 281 cities and towns.



Critical Areas Ordinance (CAO) Update

Domenique Martinelli (she / her)
Senior Long Range Planner
Community Development

Keith Jones (he/him)
Senior Planner
Community Development

Ethan Spoo (he/him)
WSP





Critical Areas – 1

Agenda

- Background / Purpose
- Overview of Key Issues
- Input from Focus Group Conversations
- Timeline and Next Steps
- Discussion

Background



- **GMA requires all Cities and Counties to designate and protect *Critical Areas***
- **“Include” Best Available Science (BAS) (RCW 36.70A.172)**
- **“No Net Loss of ecological functions”**
 - When impacts cannot be avoided, new activities must replace lost function and values through compensatory mitigation
- **Critical areas include:**
 - Wetlands
 - Fish and Wildlife Habitat Conservation Areas (FWHCAs)
 - Critical Aquifer Recharge Areas (CARAs)
 - Frequently Flooded Areas
 - Geologically Hazardous Areas

CAO Goals



- **Protect members of the public and public resources and facilities;**
- **Maintain healthy, functioning ecosystems**
- **Direct activities not dependent on the use of critical area resources to less ecologically sensitive**
- **Prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat**
- **Promote the enhancement of ecological processes through conservation and restoration measures**

Purpose and Intent of Update



- **Remain in Legal Compliance**
 - Critical areas regulations must remain up to date on Best Available Science, or provide justification for deviating from it
 - CAO last updated in 2019, new guidance has been issued
- **Evaluate improvements in permitting process, more equitable regulations**
 - Are the regulations clear, accessible and easy to understand?
 - Are small property owners able to comply with regulations?



Timeline / Scope

- Critical Areas Ordinance required to be updated by June 2025.
- Scope of changes proposed under CAO Update are mostly technical in nature – required to maintain compliance with BAS
- Opportunity to provide big picture environmental land use policy as part of the Comprehensive Plan Update
- Critical Aquifer Recharge Areas (CARA's) being updated as part of a separate effort.

Wetlands

Core Functions:

Wetlands store floodwater, recharge groundwater, remove pollutants and excess nutrients, and provide habitat for a large number of plants and animals



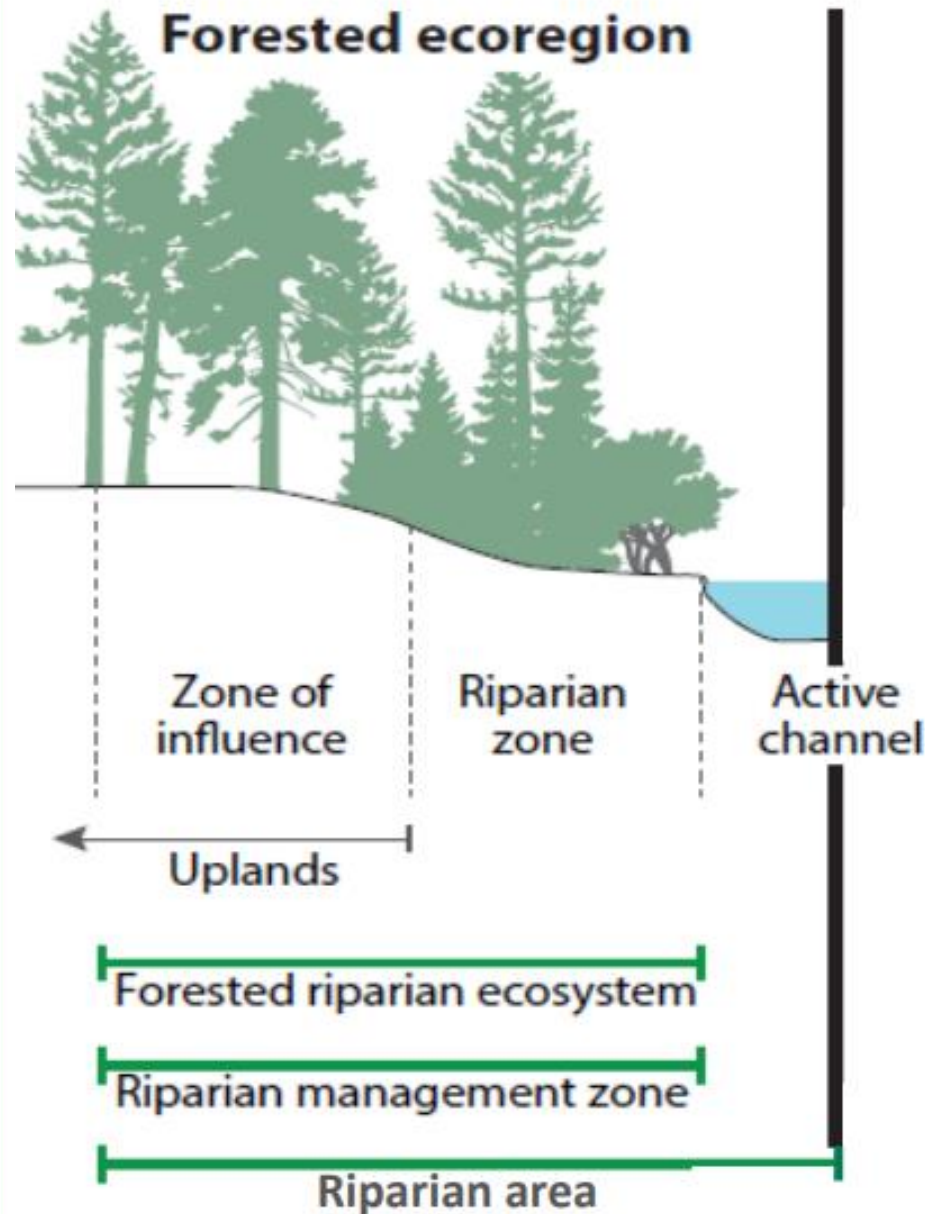
Update wetland buffers based on new Department of Ecology guidance. Four potential options:

- Option 1: use combination of wetland quality category and habitat score (most flexible option).
- Option 2: use combination of wetland quality category and adjacent land use (moderate flexibility).
- Option 3: use wetland quality category only (least flexible)
- Option 4: use a combination of the above options

Fish and Wildlife Habitat Conservation (FWHCA)

Core Functions:

includes riparian management zones, wetlands, and wetland buffers, provides buffered areas that are key to functioning wildlife habitats

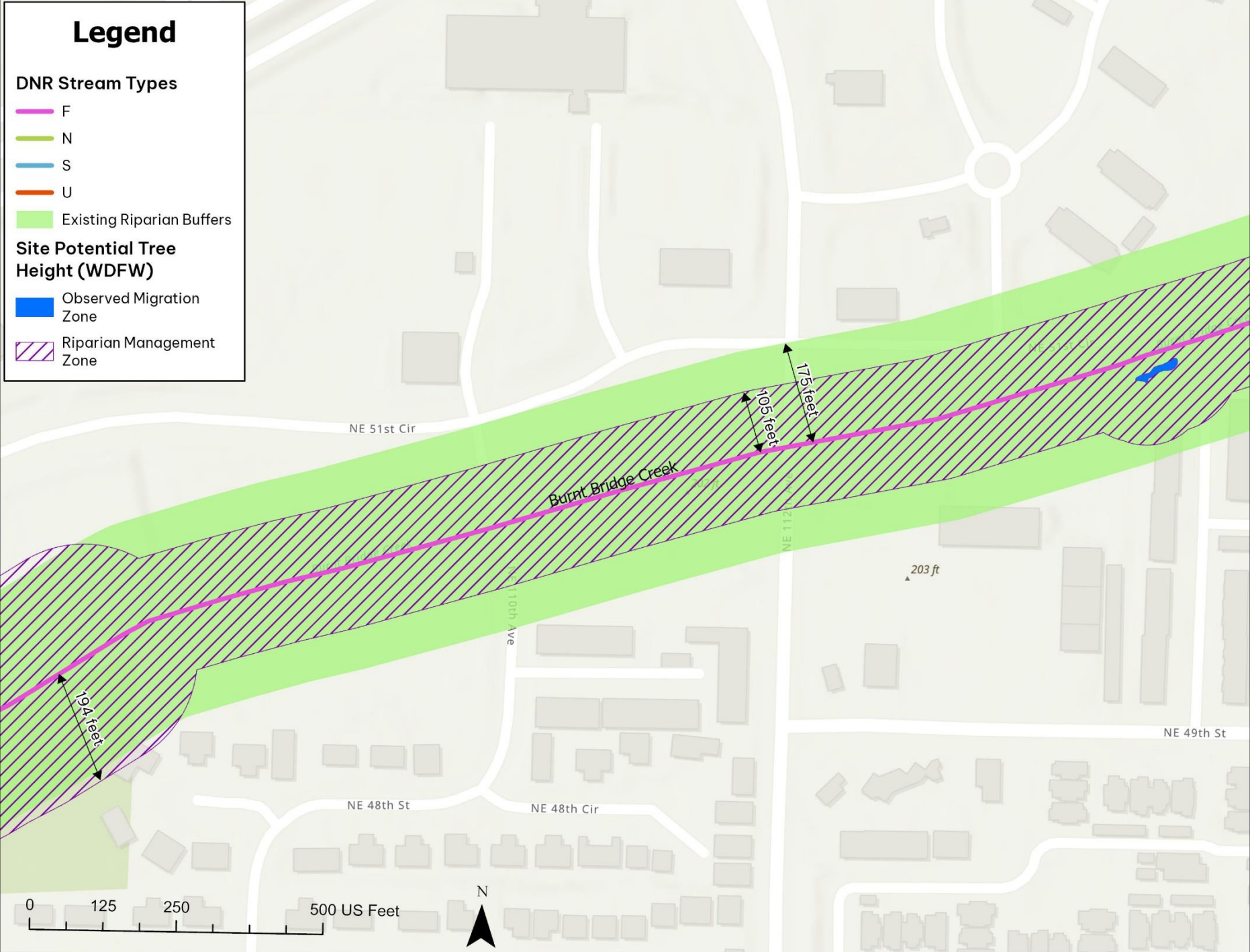


New riparian area (buffers) mapping based on 2020 Department of Fish and Wildlife (WDFW) science

- Three potential riparian area options:
 - Use WDFW science without modification
 - Average WDFW riparian areas along streams for more consistent buffer widths
 - Hybrid riparian areas based on WDFW science and local conditions

FHWCA - Riparian Management Area

Example of
application of new
Riparian
Management Area
Buffers



Geological Hazard Areas

Core Functions: Areas that are susceptible to erosion, sliding, earthquake, or other geological events. Not suitable for development, increased erosion impacts water quality



- Update definitions for Geologic, Landslide, Seismic, and Erosion Areas per Washington Administrative Code – prohibit development on slopes of 15 % (under certain conditions), rather than 25% used now
- Restrict development of critical facilities in hazard zones.
- Offer best management practices for erosion hazard to streamline review



Groups Engaged

- Columbia River Economic Development Council
- Port of Vancouver
- Washington State Departments of Fish & Wildlife, Ecology, Commerce, Natural Resources and Health
- Clark County Public Works
- Watershed Alliance of Southwest Washington
- Fourth Plain Forward
- Columbia River Neighborhood Association
- Loo Wit Group
- Southcliff Neighborhood Association

Focus Group Takeaways

- Clear, concise, and consistent code language, and consistency and flexibility with federal and State requirements.
- Need for improved informational materials (i.e., worksheets, checklists) and early awareness of requirements for small developers and individual property owners.
- Improved predictability and reliability of the permitting process early in the process
- Critical areas on properties are expensive to accommodate for permitting and impact mitigation and have disproportionate impacts to small property owners.
- More direct engagement with underrepresented groups to better consider equity and environmental justice issues related to the CAO update.

Connection to City Core Values

Climate

Ensure no net loss of critical environmental functions, maintain healthy, functioning ecosystems that are adaptive and resilient to changing climate

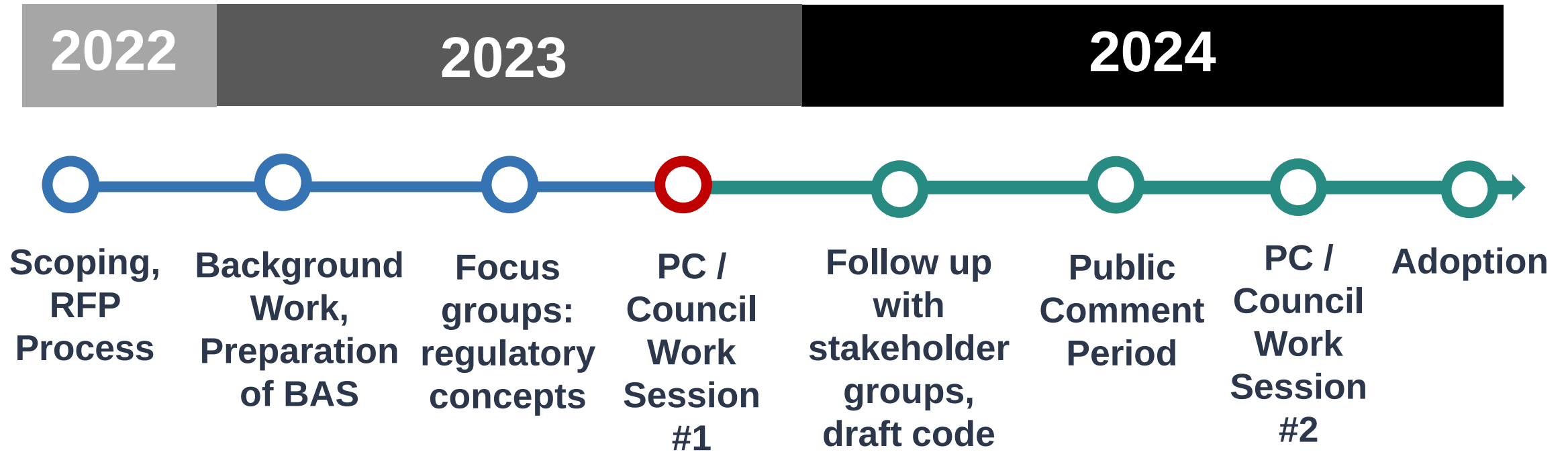
Equity

Centering concerns from equity priority communities, equitable application of regulations

Safety

Protect members of the public from adverse impacts from development activity in the City, by adopting BAS and adequate separation of uses.

Timeline + Next Steps





Discussion

- Do the proposed regulatory concepts adequately advance the stated goals and City Core values?
 - Wetlands
 - Fish and Wildlife Habitat Conservation Areas
 - Geologic Hazard Areas
 - Frequently Flooded Areas
- What other recommendations / questions do you have for protection of Critical Areas within our community?

Thank You

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MEMORANDUM

DATE: December 18, 2023

TO: City Council

FROM: Eric Homes, City Manager

RE: **Critical Areas Ordinance**

CC: Dominique Martinelli, Senior Long Range Planner; Keith Jones, Senior Land Use Planner; Rebecca Kennedy, Deputy Director; Greg Turner, Land Use Manager, Community Development Department

Intent

Provide Council with a high-level overview of the key issues and regulatory concepts to be addressed in the Critical Areas Ordinance (CAO) update, and summary of stakeholder engagement received to date on the draft regulatory concepts.

Background

Critical areas act as valuable assets to our community, through enhancing environmental quality, providing critical ecological functions, and protecting the community and public and private property from threats resulting from natural hazards. The Growth Management Act (GMA) requires all cities and counties in the state of Washington to adopt development regulations that protect critical areas – which are further broken down into five categories: wetlands, critical aquifer recharge areas (CARA's), frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. The City regulates most Critical Areas under Vancouver Municipal Code Section 20.740, except for CARA's which are regulated in Section 14.26 under water resources protection.

The Growth Management Act requires Counties and Cities to ensure no net loss of ecological functions within their critical area regulations. Impacts to high-quality critical areas should be prohibited except in limited circumstances. Impacts to other critical areas must be avoided and minimized. When impacts cannot be avoided, new development must replace the lost functions and values through compensatory mitigation measures. The Growth Management Act also requires Counties and Cities to utilize Best Available Science (BAS) in the development of their critical area regulations, to ensure new policies and regulations to designate and protect Critical Areas are based on reliable scientific information. As part of the CAO update, the City has documented BAS in a formalized report, based on findings from local, state and federal regulatory agencies. Non-scientific factors (legal, social, cultural, economic and political) used for the development of Critical Areas regulations are required to:

- Identify information on record that supports its decision in departing from science-based recommendations;

- Explain rationale for its departure from science-based recommendations; and
- Identify potential risks to a critical area or areas function and values, and any reducing risks with additional measures.

The City first adopted its Critical Area Ordinance under Vancouver Municipal Code (VMC) 20.740 in 2005, and completed its most recent update in 2020, which was a minor technical update in response to a new model flood ordinance released from the Federal Emergency Management Agency (FEMA). More substantive changes occurred to the Wetlands rating systems during a 2019 update. Many components of the Critical Areas Ordinance have been updated or amended during various time periods as highlighted below:

Critical Area Ordinance Section	Year of Most Recent update
Habitats of Local Importance	2005 (Ord M-3962) – The City currently has not designated any specific habitats of local importance.
Geologic Hazard Areas	2007 (Ord M-3844)
Fish & Wildlife Habitat Conservation Areas	2009 (Ord M-3931)
Wetlands	2019 (Ord M-4289): Updated wetlands rating system
Frequently Flooded Areas	2020 (Ord M-4325): Minor updates in response to model flood ordinance
Critical Aquifer Recharge Areas	2009 (Ord M-3920)

The sections below highlight key aspects of the CAO that need to be updated in response to recently gathered BAS and input from local, state and federal regulatory agencies, in order to remain in regulatory compliance. Each section will include an overview of the regulatory concept and associated policy considerations.

Key Regulatory Concepts

Habitats of Local Importance: Washington Administrative Code Section 365-190-030 allows Cities and Counties the authority to classify and designate areas where endangered, threatened, and sensitive species are present (that are not already designated priority habitats by the State) and require additional protections to be implemented. VMC Section 20.740.110 outlines the criteria and designation process for such areas. The City has not designated any Habitats of Local Importance since the original adoption of its CAO in 2005, and as part of the review of Best Available Science and scoping process for the update, it was determined that there is not currently a need to designate any new areas that aren't already covered under state designations.

Wetlands: Wetlands are areas that are inundated or saturated by surface water or groundwater 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 generally include swamps, marshes, bogs, and similar areas. Wetlands are fragile ecosystems that serve a number of important beneficial functions. Wetlands reduce the impacts of erosion, siltation, flooding, ground and surface water pollution, and provide habitats for wildlife, plant and fisheries. Wetlands destruction or impairment may result in increased habitat degradation and public and private costs or property losses from flooding or erosion.

Wetlands are currently regulated under VMC Section 20.740.140. In these regulations, the City designates a wetlands rating system that categorizes the relative function, value, and uniqueness of various wetlands in the City. Based on the significance of the wetland, a buffer is put in place from the edge of the wetland, where development activity is restricted (except for minor allowances defined under 20.740.140(c)(a)). Wetland buffers tend to be one of the most common aspects of review under the CAO permitting process and tend to have the greatest impact on the overall site planning process for development when a significant wetland is in place.

Wetland regulations were the focus of the last major update to the Critical Areas Ordinance, which accounted for an updated wetlands rating system from the Washington Department of Ecology. In October 2022, the department of Ecology released new guidance offering three different approaches to establishing protective buffers, and modifying rating systems that need to be incorporated into the update. These three options are summarized below, including an additional hybrid option (#4):

- **Option 1(a&b):** Use a combination of the wetland quality category and the habitat score of the wetland based on the Washington State Wetland Rating System (most flexible option).
- **Option 2:** Use a combination of wetland quality category and the adjacent land use (moderate flexibility).
- **Option 3:** Use the wetland quality category only (least flexibility)
- **Option 4:** An alternate or hybrid of the above approaches.

The table below shows the proposed buffer distances for each of the three options in comparison to the existing buffer within VMC Title 20. All proposed options would represent an increase in the buffer widths for all categories of wetlands regulated by the City.

Wetland Quality	Required Buffer (feet)				
	Current Buffer	Option 1		Option 2	Option 3
		A*	B*		
Category I	50 – 300	75 – 225	100 – 300	150 – 300	300
Category II	50 – 300	75 – 225	100 – 300	150 – 300	300
Category III	40 – 150	60 – 225	80 – 300	75 – 150	150
Category IV	25 – 50	40	50	25 – 50	50

**Option 1 A buffer widths can be provided if a habitat corridor and impact minimization measures are implemented with a development. If neither a habitat corridor nor impact minimization measures are provided, a developer/applicant must comply with the buffers of Option 1 B.*

For the purposes of the proposed table above, adjacent land uses are defined under the low intensity, medium intensity, and high intensity categories.

- High: All Residential, Commercial or Industrial Zones
- Moderate: Open Space Park or Open Space Greenway: General
- Low: Open Space Greenway – Lettuce Fields or Vancouver Lowlands; or Open Space Natural

The wetland quality categories are defined as follows:

- Category I – Highest Value, typically larger than one acre that are undisturbed having mature old growth and/or unique or rare wetland types
- Category II – wetlands that have a moderately high function and value
- Category III – moderate levels of function, adverse impacts can often be allowed with mitigation
- Category IV – heavily disturbed, lowest ecological value

Habitat scores are based on the [Washington State wetlands rating system](#). During the development review process, it is the responsibility of the proposed developer or landowner to hire a qualified wetlands specialist to assess and assign a wetland score using the Washington Department of Ecology Rating system.

Aside from the updated wetland rating system, other minor changes proposed for the wetland regulations include updating definitions for State compliance, establishing wetlands as a means of combatting climate change, adding clarity to habitat corridor requirements and minimization measures when developing next to a wetland and wetland buffer, and exempting certain small types of wetlands from permitting.

Critical Aquifer Recharge Areas (CARA's): CARA's are defined as areas that have a critical recharging effect on aquifers used for potable water. CARA regulations help to ensure the protection of municipal drinking water by reducing impacts from stormwater runoff and hazardous uses and chemicals. Aquifers also have a critical recharging effect on streams, lakes, and wetlands that have an impact on fish and wildlife habitats. Because the City is wholly located within the Troutdale sole-source aquifer, and there is a presence of well-draining hydric soils, site specific impacts from industrial uses have a greater chance to affect community wide water quality outcomes, than other Cities that have a greater frequency of smaller, confined aquifers to utilize as drinking water sources. This means that in order to ensure continued water quality protection, the City should ensure greater overall regulation of wells that supply the municipal drinking water system generally. Updates to Critical Aquifer Recharge Areas regulations under VMC 14.26 will be conducted as part of a separate effort led by Public Works staff.

Frequently Flooded Areas: Frequently flooded areas are lands in the floodplain which have at least a 1 percent or greater chance of flooding in any given year, or are within areas that flood due to high groundwater. These areas can include streams, rivers, lakes, coastal areas, wetlands and areas where high groundwater forms ponds on the ground surface. Frequently flooded areas offer habitat that supports salmon and other wildlife species. Frequently flooded areas are regulated under both VMC 20.740.120 and 20.740.150.

On May 2, a letter of Final Determination was issued by the Federal Emergency Management Agency (FEMA), stating that an updated Flood Insurance Rate Map (FIRM) will go into effect starting on November 2. Each time FEMA provides a community with new or revised flood hazard data, local governments are required to update their regulations to remain compliance with the National Flood Insurance Program on the date that a new FIRM becomes effective.

Because the City is required to adopt relatively minor and technical FIRM changes to remain in federal compliance with the National Flood Insurance program by November 2 and the full scope of CAO changes will not be ready by that date, the project team included these changes as part of the 2023 Annual Code Update process (Note that these changes were approved on first reading at the December 4, 2023 Council meeting and are anticipated to be adopted at the December 18, 2023 Council meeting). A summary of the changes identified are as follows:

- Updating several definitions and defined terms.
- Modifications to the National Flood Insurance Program variance process for Historic Structures in a frequently flooded area.
- Adding language to incorporate future updates to Flood Insurance Rate Maps by reference.

Geologically Hazardous Areas: These are defined as areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to siting commercial, residential, or industrial development consistent with public health or safety concerns. This includes Erosion hazard areas, which contain soil types that are more prone to erosion, and landslide and seismic hazard areas, which are at high risk of mass movement, landslides and liquefaction during a seismic event.

Geologically Hazardous areas are regulated under VMC 20.740.130, and haven't been substantially updated since 2007. Relatively minor changes are needed to the existing code to comply with Best Available Science and policy direction from the Department of Ecology. Recommended changes are as follows:

- Updating the following definitions:
 - *Geologically Hazardous Area* – to include areas that are susceptible to other types of geological events.
 - *Landslide Hazards* – increase the areas in the City where development is restricted: from 25% grade or higher, to restricting some areas between 15% - 25% slopes under certain conditions.
 - *Seismic Hazard* – include areas that are likely to become unstable during a seismic event, such as steep slopes, bluffs, and areas with unstable soils.
- Given that geotechnical reports typically assess the risk of geological hazards with newly proposed development, the extent of the regulatory impact of these modified definition changes will be relatively minor, but the proposed changes will ensure alignment and compliance with State definitions.

Fish and Wildlife Habitat Conservation Areas (FWHCA's)

The Growth Management Act requires cities and counties across the state to address land use issues that directly and indirectly impact fish and wildlife habitat. Fish and wildlife habitat conservation is the management of land to ensure sufficient habitat quality, quantity, and connectivity to support long term, viable populations of fish and wildlife species and prevent the creation of isolated subpopulations within their natural geographic distribution.

FWHCA's are regulated under VMC 20.140.110, and last updated in 2009. The primary regulatory mechanism in this portion of the code to protect FWHCA's are through placing buffers from shorelines, lakes, streams, rivers, and riparian areas. In 2020, the Washington Department of Fish and Wildlife (WDFW) conducted new mapping of riparian area buffers based on best available science. This science recommends placing buffer widths based on preserving high functioning ecological areas and incentivizing restoration, and basing the width of riparian management zone based on a measurement called *Site Potential Tree Height*, which is the average maximum height of the tallest dominant tree species in a riparian area. Ultimately, this will mean all stream order types will see an increase in buffer widths if implemented in accordance with WDFW guidance.

The City has identified three possible options to regulate riparian area buffers as part of this update:

- Use WDFW science without modification – this may mean more difficulty in interpreting and implementing regulations and will represent the greatest increase in buffer widths in some circumstances, and less consistency of application on a property-by-property basis.
- Averaging riparian area tree heights along streams for more consistent buffer widths (see table below).
- Hybrid riparian area widths based on site specific review and local conditions.

Stream Type	Existing Requirement (ft)	Average of SPTH (ft)	Average % of Change (ft)
F (lakes, streams, and rivers that contain fish habitat)	175	185	+10
N (Streams and rivers that are not shorelines of the state, and do not contain fish habitat)	125	185	+60
S (Shorelines of the State)	175	140	-35
U (un-typed)	125	176	+51

Stakeholder Input

In early September, the City held focus groups on each of the regulatory areas where there will be substantive changes. Key stakeholders coming from a variety of perspectives and backgrounds were included in these conversations. The stakeholder entities that participated in the first round of stakeholder conversations are as follows:

- Columbia River Economic Development Council
- Port of Vancouver
- Washington State Departments of Fish & Wildlife, Ecology, Commerce, Natural Resources and Health
- Clark County Public Works
- Watershed Alliance of Southwest Washington
- Fourth Plain Forward
- Columbia River Neighborhood Association
- Loo Wit Group
- Southcliff Neighborhood Association

Some of the key takeaways from these conversations are as follows:

- Participants desire clear, concise, and consistent code language, and consistency and flexibility with federal and State requirements.
- There needs to be improved informational materials (i.e., worksheets, checklists) and early awareness of the CAO and critical areas in general, especially for small developers and individual property owners.
- Participants desire improved predictability and reliability of the permitting process for developers, especially early in the process, such as at the City-required pre-application meeting.
- Critical areas on properties are expensive to accommodate for permitting and impact mitigation and have disproportionate impacts to small property owners.
- The City should consider more direct engagement with underrepresented groups to better consider equity and environmental justice issues related to the CAO update.

Participants stated they would like to see flexibility built into the CAO to accommodate evolving Best Available Science (BAS), which will help streamline the update process. Participants also stated that the City should consider presenting riparian buffers as a tool to combat climate change at the local and regional levels. Participants also expressed that the mitigation sequencing process should be made clearer to developers as they typically become aware too late in the process and may end up impacting critical areas more than warranted or applicants experience delays in permitting when they are unaware of critical area requirements. Participants also mentioned a preference towards on site mitigation of impacts, rather than the City allowing for offsite mitigation measures. Other feedback included increasing public access opportunities and amenities with on-site critical area protections (especially in equity priority communities), simplifying code language generally to make regulatory requirements easier to understand, and the need for specific protection around Oregon White Oaks, which are under pressure from development.

Timeline + Next Steps

The City is required to adopt its revised CAO as part of the GMA Periodic review process by June 30, 2025, which is the same timeframe for updating the Comprehensive Plan and implementing development regulations. The proposed updates responding to the Key Regulatory

Concepts are technical in nature, needed to comply with updated regulatory guidance from state level agencies, and respond to recently gathered BAS. Following the initial work sessions with Planning Commission and City Council, staff will further engage stakeholders, and begin to develop draft regulations in response to the feedback received. The draft regulations will be reviewed with Planning Commission and City Council and released for a public comment period prior to finalization and adoption. CAO updates are occurring in advance of the full Title 20 overhaul occurring as part of the Comprehensive Plan update due to the importance of critical areas, the long time frame since the last full update, and direction from state agencies. Given the technical nature of these updates, feedback received during the CAO process will also be integrated into overall environmental land use policy intended to be addressed holistically as part of the Comprehensive Plan Update process.

Attachments

Presentation

Best Available Science Report

Summary of Key Updates

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Existing Code	Key Updates
General	
General Provisions. None.	General Provisions: Improve and streamline the permitting process for low-impact projects such as small expansions to a single-family home or some types of small businesses. Ideas including developing exemptions for small residential expansions, a fee-in-lieu or standardized planting requirements for small riparian impacts/mitigations. Effect of Change: Improved/streamlined City permitting process.
Fish and Wildlife Habitat Conservation Areas (FWHCAs)	
Definition: “Fish and Wildlife Habitat Conservation Areas” include habitat for endangered, threatened and sensitive species; priority habitats and areas associated with priority species, riparian management areas, habitats of local importance, and water bodies. (VMC 20.150.040B)	Definition: Update definition of FWHCAs to be consistent with State’s definition by including forage fish spawning areas, naturally occurring ponds under 20 acres, waters of the state, natural area preserves, natural resource conservation areas, and state wildlife areas. Effect of Change: Potentially increased habitat areas protected as FWHCAs.
Designation & Management Recommendations: FWHCAs designations include for federally and state listed species including state or federally designated endangered, threatened, or sensitive, priority habitats/species, water bodies, habitats of local importance (none designated), riparian management areas and buffers. (VMC 20.740.110{A}).	Designation & Management Recommendations: Update language to address and include changes in species listings and management recommendations for listed species as changes occur in the future. Effect of Change: Adding flexibility to the code to accommodate frequent updates to species listings and species protections recommendations.
Development Standards (Anadromous Fish): FWHCAs have performance standards for: regulating development or clearing activities; ensuring no net loss of FHWCA function; and specific measures for riparian buffers (VMC 20.740.110[C]).	Development Standards (Anadromous Fish): Add specific measures to preserve or enhance anadromous fish for riparian areas and aquatic habitats based on State recommendations. For example, measures could be added for habitat protection measures such as stream flow, water quality and temperature, spawning substrates, migratory access, and/or maintenance of salmon prey species. Effect of Change: Improved habitat functions and conditions for anadromous fish, like salmon.
Development Standards (Buffers): Established riparian buffer widths are determined by type of stream (fish bearing vs non fish bearing and perennial vs annual) and the intensity of the adjacent land use. Total habitat areas range from 25 feet for small, disconnected Type N streams to 175 feet (Type S, F, large N streams) to VMC 20.740.110.	Development Standards (Buffers): Adjust riparian buffers to address BAS and focus on preservation of high-functioning areas and incentivizing restoration. Establish a three-tiered review system: (1) accept code-specified buffer widths (2) use State-recommended buffer widths if different than the code or (3) conduct a site-specific habitat study to establish a customized buffer width where existing conditions dictate. Buffer width options include: (1) keeping existing habitat widths (2) using SPTH recommended habitat widths or (3) average habitat widths along streams for consistency or (3) develop hybrid buffers that consider BAS but deviate for specific circumstances. Option 2-3 likely to result in larger buffers of 200-250 feet, but with functional isolation provision to recognize existing development. Effect of Change: Change of riparian buffer widths resulting in a change of riparian areas protected; likely increased widths.
Frequently Flooded Areas	
Definitions: “Frequently flooded areas” are areas of special flood hazards. VMC 20.150.040B.	Definitions: Updating definitions for floodplain/special flood hazard areas per Federal Emergency Management Agency (FEMA) regulations. Effect of Change: Updated regulations to remain FEMA compliant.
Administration: Floodplain administrator designated to administer, implement, and enforce floodplains and includes a list of duties and responsibility of the floodplain administrator. VMC 20.150.040(H).	Administration: Updated development review procedures for variance to allow historic structures in the floodplain. Effect of Change: Increased allowance for historic structures in floodplains.
Development Standards: Additional critical area report requirements, which includes base flood elevations; location of the channel migration zone; description of strategies to avoid, minimize, and mitigate impacts; and certification, documentation, and demonstration by a qualified professional to support “no rise” (VMC 20.740.120[I]).	Development Standards: Require or encourage consideration of future conditions (climate change) for base flood elevations and reference available guidance for these future conditions. Effect of Change: Account and plan for increased flooding events caused by climate change. Where data is available, increased flood hazard areas.
Geologic Hazard Areas	
Definitions: “Geologic hazard areas” include landslide, seismic, and erosion hazard areas as designated (VMC 20.150.040B). “Landslide hazard areas” are potential landslide areas that are identified as slopes greater than 25% and/or areas of historic or active landslides, potential instability, or older landslide debris (VMC 20.740.130[A][1]). “Seismic hazard areas” include liquefaction or dynamic settlement, ground shaking amplification, and fault rupture hazard areas (VMC 20.740.130[A][1]).	Definitions: Update definitions of “geologically hazardous areas”, “landslide hazards”, “erosion hazard”, and “seismic hazard” consistent with State definitions. Update “geologically hazardous areas” definition to include areas that are susceptible to other geological events and are not suited for the siting of commercial, residential, or industrial development consistent with public health and safety concerns.

“Erosion hazard areas” include soil erosion and bank erosion hazard areas. VMC 20.150.040B and VMC 20.740.130(A)(1-3).	Update definition of “landslide hazards” to include areas delineated by various federal and state agencies, includes areas of slopes greater than 15 percent, and other historical and current site indicators. Update definition of “seismic hazard” to include areas that are a severe risk of damage from ground shaking by an earthquake, slope failure, settle or subsidence, surface faulting, or tsunamis. This also includes areas with a historical record of earthquake damage. Update definition of “erosion hazard” to include areas that are likely to become unstable, such as steep slopes, bluffs, and areas with unstable soils. Effect of Change(s): Likely no effect since geotechnical reports assess the risk of geologic hazard.
Development Standards: None.	Development Standards: Include provisions to restrict development of critical facilities in hazard zones. Example facilities include wastewater treatment plants and emergency services. Effect of Change: Reducing public risks and hazards by prohibiting essential facilities in hazard areas.
Development Standards: Performance standards listed for development in landslide, soil erosion, and bank erosion hazard areas. VMC 20.740.130(C)	Development Standards: Include Best Management Practices (BMPs) for landslide hazard areas and erosion hazard areas. If applicants apply these, they can avoid filing a critical areas report. BMPs for areas <i>only</i> mapped with erosion hazard areas (cannot also contain mapped landslide hazards) are to implement the BMPs for example: • Erosion prevention (surface roughening, vegetation, mulch, and erosion blankets); • Perimeter control (silt fences, bio-filter bags and fiber rolls, undisturbed vegetative buffers, storm drain inlet protection, and inlet inserts); and • Stormwater control (dikes and swales, check dams, pipe slope drain, stormwater barriers, and sediment traps and ponds). Effect of Change: Improving/streamlining the permitting process and standardizing development requirements and practices in these hazard areas.
Development Standards: Performance measures include requirements such as plans for revegetation and landscape maintenance; clearing, grading, uprooting, other soil impairment actions; drainage; and bank stabilization. VMC 20.740.130(C)	Development Standards: Add language to require erosion mitigation work to be performed by a certified erosion and sediment control lead in accordance with Washington State Department of Ecology (Ecology) requirements. Effect of Change: Increasing confidence that erosion mitigation work is to State standards.
Development Standards: Special performance measures are provided for seismic hazard areas such as complying with the building and construction requirements of VMC Title 17 and fault rupture hazard area requirements. VMC 20.740.130(C)(2).	Development Standards: Update seismic hazard areas to implement soft-story seismic retrofit ordinance (a type of earthquake retrofitting) to address potential risks and mitigate earthquake-related structural damage. Effect of Change: Allow/encourage retrofitting to reduce earthquake-related structural impacts.
Designations: Not addressed in existing code.	Designations: Seismic shaking hazards designations should be updated to include areas of moderate to high risk and above. Designate erosion hazard areas as “severe” and “very severe” erosion hazards as mapped by NRCS. Effect of Change: Decreased areas protected as geologically hazardous areas.
Wetlands	
Development Regulations: Wetland ratings per Ecology’s wetland rating system, Washington State Wetland Rating System for Western Washington – 2014 update [VMC 20.740.140[A][2]. Wetland buffers are established by wetland rating and adjacent intensity of land use using outdated Ecology guidance. VMC 20.740.140(C)(1)(b). Compensatory mitigation methods for impacts to wetlands are listed including creation, reestablishment, rehabilitation, and enhancement; type and location of mitigation; mitigation ratios; and mitigation banks. VMC 20.740.140(C)(2).	Development regulations: Updates to wetland buffers and wetland mitigation methods per new Ecology guidance. Wetland buffer options are: (1) regulate by category and quality, and habitat score. and adjacent land use with required minimization techniques and a habitat corridor (2) regulate by category and habitat score (3) regulate by category only. Update to include a mitigation priority sequence. Effect of Change: Change in the width of wetland buffers and priority of mitigation methods to emphasize banks.
General: Wetland regulations include: • Definition and designation of wetlands • Wetland regulations do not address climate change, • Habitat corridor requirements for buffer width reductions, • Example minimization measures (Table 20.740.140-7), • No exemption guidance for small wetlands. VMC 20.740.140.	General: Include additional provisions per the updated Ecology guidance such as: • Amended definition and designation of “wetlands” • Wetlands are subject to a local government’s regulatory authority if they meet the definition of wetlands in RCW 36-70A030(31). This includes non-federally regulated wetlands (sometimes referred to as isolated wetlands). The GMA requires local governments to designate and protect wetlands and grants them the authority to do so—regardless of federal jurisdiction. • Role of wetland functions in mitigating climate change, • Wetlands and their buffers are important in sequestering carbon and help to mitigate climate change

	• Clarified habitat corridor requirements, • Corridor should have a minimum width of 100’ and connect wetlands that score 6 or more habitat points to other important protected areas. • Updated and expanded minimization measures, • Including minimizing disturbances from lights, noise, toxic runoff, stormwater runoff, pets and human disturbances, and dust during construction. • Clarified geographic scope of exemption guidance for small wetlands. Effect of Change(s): Updated definitions for State compliance, establishing wetlands as a means of combatting climate change, adding clarity to habitat corridor requirements and minimization measures when developing next to a wetland and wetland buffer, and exempting certain small wetlands from permitting.
Critical Aquifer Recharge Areas	
Designations: CARAs are designated as areas within the boundary of the City of Vancouver and includes special protection areas (properties within 1,900 feet of any municipal wellhead). VMC 14.26.115(B).	Designations: Use standard CARA designations including wellhead protection areas (Group A and Group B), sole source aquifers, susceptible groundwater management areas, special protection areas, moderately or highly vulnerable/susceptible aquifer recharge areas. Effect of Change: More specifically including Group B wells and vulnerable and susceptible areas protected as CARAs.
Mapping: See above.	Mapping: CARA designations should be updated to include mapping provided by the Washington State Department of Health (DOH) for Group A wells and Clark County for Group B wells. Effect of Change: Updated mapping to protect wellheads.
Critical Areas Report Requirement: None.	Critical Areas Report Requirement: CARAs regulations shall include critical areas report requirements which would require CARA hydrogeological assessments in circumstances where necessary. Level 1 hydrogeological assessments required when proposing non-exempt development that would comply with BMP requirements. Hazardous materials and non-standard BMPs require a Level 2 report. Effect of Change(s): Adding requirements to adequately assess impacts to CARAs from a proposed use and also streamlining activities that comply with BMPs.
Exemptions: Special exemptions to the requirements of the code chapter are listed, which include stormwater permit procedural requirements and city processes. VMC 14.26.155.	Exemptions: Include adequate exemptions for certain uses and activities occurring within CARAs, such as existing development, single-family residential building permits, single and multifamily development connected to public sewers, developments for which a prior hydrogeological assessment was completed. Effect of Change: Streamlining the review process for low-impact development.
Administration: Current code chapter for CARAs regulations. VMC Chapter 14.26.	Administration: Relocate CARA regulations to VMC Chapter 20.740 (Critical Areas Protection). Responsible administrator changes from Water and Sewer Department (Engineering) to Planning Official. Effect of Change: Better integration with land use review procedures.

Memorandum

To: City of Vancouver Planning Commission & City Council

From: Dominique Martinelli, Senior Planner, City of Vancouver
Ethan Spoo, Nick Fazio, and Alec Egurrola, Consulting Planners, WSP USA

Subject: Vancouver CAO Update: Focus Groups Summary

Date: September 26, 2023

Overview and Approach

The City of Vancouver (City) is updating its Critical Areas Ordinance (CAO) concurrent with the update of its comprehensive plan, [OUR VANCOUVER](#). The CAO updates are expected to be completed in 2024 and prior to the comprehensive plan update. The CAO update primarily focuses on technical updates needed to comply with best available science (BAS) and state guidance and is required by the State of Washington. Critical areas include five types of environmentally sensitive areas, which are important fish and wildlife habitat, wetlands, frequently flooded areas, geologically hazardous areas, and areas that are critical to replenishing drinking water aquifers.

To identify and communicate ways the project team would engage and communicate with key participants and the community, the project team developed a Public Involvement and Communications Plan (PICP) in fall 2022. This PICP had an overarching goal of ensuring the project's key participants and communities were informed and engaged and was a living document that was evaluated periodically to ensure efforts remained on track.

The Public Involvement (PI) scope included:

- Four focus group discussions.
- Five webpage updates to the City's website [Be Heard Vancouver](#).
- A fact sheet mailer with FAQs.

Additional details regarding the PI scope and approach, including a summary of potential communication risks identified, can be found in the PICP, dated October 2022.

Focus Groups

In support of the project's public engagement effort, the project team conducted a series of focus groups in early September 2023 to gather input on four of the five types of critical areas: critical aquifer recharge areas (CARAs), geologically hazardous areas, fish and

wildlife habitat conservation areas (FWHCAs), and wetlands. Frequently flooded areas were not included in a focus group discussion as these critical area regulations are being updated separately as part of National Flood Insurance Program requirements. During the development of the PICP and the organization of the focus group meetings, the project team developed a list of key participants to engage for each focus group topic. The project team contacted approximately 52 agencies and organizations to gauge their interest in participating in one (or in some instances two) of the focus groups.

Focus groups were conducted as candid and informal conversations among participants and followed a discussion guide to unpack individual and organizational perspectives on proposed CAO updates and related topics. The project team shared preliminary code update concepts with participants in advance of developing draft code language. The purpose of all focus groups was to seek primarily non-technical feedback on the CAO update, but technical feedback was also accepted.

At the beginning of each session, the project team provided participants with a brief introduction and icebreaker followed by an explanation of the purpose of the CAO and its proposed updates. This was followed by a robust discussion between the project team and the participants using a discussion guide. The focus groups concluded with next steps and how to contact the project team. The following is a summary of the input received organized around each critical area topic and prompts for input. Table 1 includes key takeaways from the focus group meetings across all types of critical areas. Candid responses were encouraged, and comments are not attributed to specific individuals to provide a level of anonymity. A list of focus group invitees are included in the focus group meeting agendas in Attachment A.

Table 1: Focus Group Key Takeaways	
•	Participants desire clear, concise, and consistent code language, and consistency and flexibility with federal and State requirements.
•	There needs to be improved informational materials (i.e., worksheets, checklists) and early awareness of the CAO and critical areas in general, especially for small developers and individual property owners.
•	Participants desire improved predictability and reliability of the permitting process for developers, especially early in the process, such as at the City-required pre-application meeting.
•	Critical areas on properties are expensive to accommodate for permitting and impact mitigation and have disproportionate impacts to small property owners.
•	City should consider more direct engagement with underrepresented groups to better consider equity and environmental justice issues related to the CAO update.

Table 1: Focus Group Key Takeaways

Fish and Wildlife Habitat Conservation Areas

Important outcomes from the CAO update

Participants discussed that people and developers want to be good stewards with the natural environment, but there is a lot of gray area when using the critical areas code. It needs to be made easier to navigate for developers. One participant stated they would like to see flexibility built into the CAO to accommodate evolving BAS, which will help streamline the update process. Participants also stated that the City should consider riparian buffers as a tool to combat climate change at the local and regional levels.

Experience with the City's CAO permitting process

Several participants either directly or indirectly have had experience with the City's CAO permitting process. Participants noted that many developers or applicants going through the process are unaware of certain requirements, such as mitigation, which is expensive and can delay the permitting and timeline of the project. One participant expressed that the mitigation sequencing process should be made clearer to developers as they typically become aware too late in the process and may end up impacting critical areas more than warranted or applicants experience delays in permitting when they are unaware of critical area requirements. One participant expressed frustration with Clark County's Vacant Buildable Lands Model, which shows lands that are developable, but the development community knows these lands have large amounts of critical areas and are, therefore, unsuitable for development.

City's adequacy of protecting FWHCAs

One participant noted that there is an increased frequency of Oregon white oaks under pressure from development. This same participant mentioned additional measures should be adopted when considering new FWHCA regulations to protect and improve aquatic habitat for anadromous fish. A couple of participants stated there are opportunities on City-owned properties to restore degraded critical areas and that City-owned properties are the best areas to preserve high-functioning habitat, such as the Burnt Bridge Creek wetlands and riparian areas.

Equity issues and equitable access to recreational opportunities

One participant noted that critical areas are a public benefit, and, in the larger picture, these protections improve equity by holding those accountable that are impacting these areas. However, outdoor recreation access is always harder for those living in urban settings, so

creating more of these opportunities in urban areas will increase access. Participants added that off-site mitigation may not be the best form of mitigation because the impacts are not being mitigated on site, therefore impacting those groups who historically have less access to outdoor recreation areas.

Wetlands

Important outcomes from the CAO update

One participant said clarity in code language is important, but simpler regulations should not be the sole objective as these regulations are necessary to adequately protect wetlands and wetland buffers or sufficiently mitigate any impacts to these. Most of the participants also noted that they want further emphasis on the protection and conservation of wetlands. One participant noted that the CAO update should be used as an educational opportunity to the public to communicate the intrinsic and socioeconomic values of protecting wetlands.

Experience with the City's CAO permitting process

This topic had varied feedback from participants. One participant questioned if the current permitting process is reactive to evolving new science and if there is built-in flexibility into the code. Another participant said they would like to review the existing code language to provide more pointed feedback on this matter.

City's adequacy of protecting wetlands

Several participants noted that the City needs to balance the public interest to accommodate housing and basic needs for humans but also adequately protect wetlands and other critical areas. A couple of participants noted that public access and development is a double-edged sword because access or development in proximity to wetlands and other critical areas may result in impacts that are unaccounted for, becoming a maintenance and wetland quality issue. One participant noted that development and related infrastructure, such as stormwater facilities, can negatively impact wetlands, so they need to be designed thoughtfully with wetland impacts in mind.

Reducing burden on property owners and developers

A participant noted that one way of reducing wetland mitigation costs is with local, on-site mitigations. One participant noted that there are resource organizations beyond the City, such as Clark Conservation District, which can help developers or property owners through the complex permitting process and the City should provide these resources early in the permitting process.

Equity issues

One participant noted that disadvantaged neighborhoods are often historically near poor quality wetlands that do not have “quality access” and noted the Fruit Valley neighborhood as an example. Another participant discussed that ordinances and code are hard to explain, especially to groups who speak languages other than English, lower economic status, different educational background, etc. These groups struggle to understand these policies and the City should simplify materials and consider making them available in multiple languages. Participants noted that real estate groups and the consultant community should be further engaged in the CAO update.

Critical Aquifer Recharge Areas

Important outcomes from the CAO update

Most participants noted that there can be additional regulations and referenced resources that can be included as part of the CARAs CAO update. One participant noted that they run into very few activities that are of concern when reviewing projects under CARAs and that a more comprehensive list of prohibited or unsuitable uses or activities should be included for reviews. Noticing and educating property owners was a concern of one participant and noted that this should be improved as part of the update, with a specific suggestion to notice all property owners within a wellhead protection area for a proposed development.

City’s adequacy of protecting CARAs and drinking water

A consensus amongst the participants was made that more could be done to better protect CARAs and drinking water sources with positive reception that the City is exploring this. A few participants noted that the City’s current regulations do not consider many sources of pollution, especially beyond heavy industrial or commercial uses. There is new data and research showing there are other chemicals and sources, such as vehicle tires and chemicals, from residential wastes that are not considered. Also, the City should consider runoff from developed sites as potential impacts for CARAs. Two participants discussed the current designation of special protection areas as any property within 1,900 feet of a municipal wellhead and that this severely limits adequate review of potential impacts of activities and uses beyond this radius and that the City should consider revising the code. One participant noted that the hydrogeological assessment requirements are insufficient but is glad to hear the City is working on improving this. The same participant also noted the City should consider climate change and water scarcity in the CAO update as there are communities in the state where aquifer levels are declining and will continue to do so.

Experience with the City's CAO permitting process

Several participants noted that there is confusion or a misunderstanding when there is redevelopment of a site or a change of user and the applicability of the CARAs regulations that causes inadequate assessments and enforcement of these uses. One participant expanded on this saying that many uses that are excluded from CARAs review should be assessed for impacts as there is more sources and research showing that there are many unaccounted contaminants/pollutants to drinking water resources. A participant followed up saying they agree with this as not many activities are regulated under CARAs review that should be. One participant noted that many developers are not the end users of development, and the end users are unaware of the permitting process and the regulatory requirements with the active use. This makes it hard to go back to these uses and enforce regulations when the end user is unaware.

Equity issues

Two participants noted that historically, at national and local levels, areas populated with disadvantaged groups have had issues with access or reliable clean drinking water. One participant noted that there is a lot of risk generally in the City due to well-draining soils; therefore, there is a lot of vulnerability, especially to disadvantaged groups.

Geologically Hazardous Areas

Important outcomes from the CAO update

One participant noted that it should prioritize protecting people from geologic hazards and consider earthquake resiliency. Another participant said the mapping should include escarpment areas as it is a high-hazard area. The same participant noted that there are neighborhoods along the Columbia River that will subside when “the big one” occurs and new development should be designed to minimize impacts from this large seismic event.

Most important geological hazard area

Two participants responded saying that all three geologically hazardous areas (erosion, landslide, and seismic) are important to consider. One participant noted that there should be extra protection for areas developed on fill and that trees and vegetation in these areas are important to reduce risk and ground movement. One participant noted that two of the three geologically hazardous areas are recognized and regulated in land use code (erosion and landslide) whereas seismic hazards are generally regulated through building code. This participant noted that it is difficult to implement seismic hazards for land use but would like to see this explored more as is done in California. This participant also noted that landslide hazards are a high concern in Washington and the Washington Geologic Survey has updated information for landslide hazards and other geologically hazardous areas.

Experience with the City's CAO permitting process

One participant stated that they help review critical area permits and is shocked that there are site-specific geotechnical assessments that conclude it's feasible to develop on some geologically hazardous areas. Participants noted that it would be helpful for the City to have a geotechnical engineer in-house or access to a consultant to better review geotechnical reports provided by applicants.

Equity issues

One participant noted that underrepresented groups are generally more hesitant to participate or are actively excluded in planning processes because of eroded trust in government authorities. A participant was curious to know if there are any populations that are disproportionately living in geologically hazardous areas. One participant noted that people with greater incomes generally build on properties with geological hazards because of premium views and can pay for expensive permitting and geotechnical reports. This was followed up with a discussion if there are marginalized groups living downslope of these homes in landslide areas and that this should be considered.

Next Steps

In support of the project's public engagement, the Project team will take all input received under consideration in the development of draft code language for the CAO update. The updated and draft CAO will be provided to the City's Planning Commission and City Council in a series of workshops and public hearings for review and adoption in spring 2024.

Technical Report

Best Available Science Research Vancouver Critical Areas Ordinance Update

Submitted to

**City of Vancouver
Vancouver, Washington**

September 23

Submitted by

**WSP USA
210 East 13th Street, Suite 300
Vancouver, Washington 98660-3231**

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TECHNICAL REPORT
Best Available Science Research
Washougal Critical Areas Ordinance Update

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Appendix A. Draft Critical Areas Maps

Appendix B. Best Available Science Sources

LIST OF ACRONYMS AND ABBREVIATIONS

ASCE	American Society of Civil Engineers
ASFPMP	Association of State Floodplain Managers, Inc.
BAS	best available science
BMP	best management practice
CAO	critical areas ordinance
CARA	critical aquifer recharge area
City	City of Vancouver
CMZ	channel migration zone
CRS	community rating system
DNR	Washington State Department of Natural Resources
DOH	Washington State Department of Health
Ecology	Washington State Department of Ecology
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FIRM	flood insurance rate map
GMA	Growth Management Act
I-5/I-205	Interstate 5/Interstate 205
I-Codes	International Codes (2018, 2015, 2012, and 2009)
LIDAR	light detection and ranging
LWD	large woody debris
NAI	No Adverse Impact
NEHRP	National Earthquake Hazard Reduction Program
NFIP	National Flood Insurance Program
NOAA	National Oceanic and Atmospheric Administration
NRC	National Research Council
PHS	priority habitats and species
PRM	permittee-responsible mitigation
RCW	Revised Code of Washington
RMZ	riparian management zone
SEPA	State Environmental Policy Act
SFHA	special flood hazard area
SMA	Shoreline Management Act
SPTH ₂₀₀	200-year site potential tree height
SR 14/SR 500	State Route 14/State Route 500
UGA	urban growth area
USACE	U.S. Army Corps of Engineers
USDA-NRCS	U.S. Department of Agriculture Natural Resources Conservation Service
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VMC	Vancouver Municipal Code
WAC	Washington Administrative Code
WDFW	Washington Department of Fish and Wildlife
WSDOT	Washington State Department of Transportation

1.0 INTRODUCTION

As a fully planning county, Clark County and all municipalities within it, including the City of Vancouver (City), are required to periodically update their critical areas ordinance (CAO) on the schedule set out in the Growth Management Act (GMA) (see Revised Code of Washington [RCW] Sections 36.70A.130 and 36.70A.172). The CAO update needs to comply with the GMA, State Environmental Policy Act (SEPA), and must also meet requirements of the Shoreline Management Act (SMA) for regulation of critical areas within shorelines. The Washington Administrative Code (WAC) provides additional requirements for designation of critical areas in WAC 365-190. The deadline for the update of the CAO, other regulations as necessary, and the Comprehensive Plan of the City of Vancouver is June 30, 2025.

Critical areas in Vancouver are currently protected by the City's CAO (Vancouver Municipal Code [VMC] 20.740), first adopted in 2005, as required by RCW 36.70A.172. The protection of these critical areas is important to preserve the ecological functions and values of the City's natural environment and for the protection of public health, safety, and welfare of Vancouver's residents. Critical areas include habitats of local importance, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, wetlands, and critical aquifer recharge areas (CARAs). CARAs are regulated under VMC 14.26, "Water Resources Protection," separately from the City's other critical areas provisions contained in VMC 20.740.

The CAO was most recently updated in 2020, specifically an amendment to Frequently Flooded Areas. Evolving best available science (BAS) for critical areas means the City's CAO may not reflect the latest science or guidance from the State of Washington. BAS is defined in WAC 365-195 (see further discussion below under Section 3.0 of this report). As an example, the City's CAO needs to be updated to meet the most recent riparian management guidance from the Washington Department of Fish and Wildlife (WDFW) – *Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) and *Riparian Ecosystems, Volume 2: Management Recommendations* (Rentz et al. 2020). City staff have also mentioned that they would prefer that the CARA regulations in VMC 14.26 be integrated with the other critical areas regulations in VMC 20.740.

This report consists of a background of the City's existing critical areas landscape, review of BAS and critical area resource documents, and guidance that provide BAS-based approaches to protecting the functions and values of critical areas. The BAS review includes peer-reviewed literature, gray literature, expert opinion and the anecdotal experience of professionals that is relevant to the City, documents prepared for other jurisdictions, guidance prepared by state and federal agencies, and research from across the country regarding the effectiveness of existing standards and the state of the science. This document presents the findings of the review and **Appendix B** lists the literature, data, and reports used to review the state of BAS for each regulated critical area.

2.0 VANCOUVER'S CRITICAL AREAS LANDSCAPE

The geography of Vancouver's critical areas is discussed in this section. As a supplement to this section, see the critical areas maps contained in Appendix A. Together, the description and maps provide the general distribution of Vancouver's critical areas. Also discussed below are how critical areas are designated areas as per the City's CAO and any differences in designation compared with WAC 365-190.

2.1 HABITATS OF LOCAL IMPORTANCE

Habitats of Local Importance (VMC 20.740.100) are critical areas for fish and wildlife habitat that are not designated as priority habitats and species by the State, but are designated as locally significant by the City. These are determined by a need for protection due to existing high diversity of fish or wildlife species, declining populations, habitat scarcity, areas sensitive to disturbance from human activity or development, or other unique local habitat functions. Designated areas also need to be sufficient in size to support the species or habitat functions and this designation will not compromise the ability of the City to achieve Comprehensive Plan goals. A habitat of local importance must also have a proposed management strategy that describes how the functions of the habitat will be protected after designation. Vancouver has not designated any habitats of local importance and they are, therefore, not discussed further in this report.

2.2 WETLANDS

Wetlands are areas that support vegetation adapted to life in saturated soil conditions under normal circumstances (VMC 20.740.140). Wetlands must be designated in accordance with the definition in RCW 36.70A.030 and in accordance with the federal wetland delineation manual and regional supplements (WAC 173-22-035). Wetlands include swamps, marshes, bogs, and similar areas, but do not include artificial wetlands intentionally created (e.g., irrigation and drainage ditches, canals, and detention facilities). Counties and cities must adopt a rating system for wetlands. The rating system most frequently used (also used by Vancouver) is the joint rating system developed by the Washington State Department of Ecology (Ecology) and the U.S. Army Corps of Engineers (USACE).

Areas in the City that have prevalent wetland areas are along the banks of the Columbia River, Vancouver Lake, Burnt Bridge Creek, Fisher Creek, and Love Creek; areas between Vancouver Lake and the Columbia River; Curtin Springs Wildlife Habitat; Vancouver Lake Park; Centerpointe Park; areas west of Northeast Padden Parkway and Northeast Andresen Road; areas in the Port of Vancouver; and other mapped areas as shown in Appendix A.

2.3 CRITICAL AQUIFER RECHARGE AREAS

CARAs are areas where rainfall and surface water can infiltrate into the subsurface and recharge aquifers used for potable water. CARAs are regulated under VMC 14.26, which was recently updated in City Ordinance M-4372 codified in August 2022. The purpose of this code is to protect the City's water resources by reducing risks of groundwater contamination by establishing development regulations and minimum standards (VMC 14.26). Aquifer areas must be classified according to

the vulnerability of an aquifer, which is determined by the combined effect of hydrogeological susceptibility to contamination and the potential contaminant releases that may impact the aquifers (WAC 365-190-100). The entire area within the City's jurisdictional boundaries is designated as CARA under VMC 14.26.115.B. The City further identifies Special Protection Areas within the citywide CARA that are those areas within 1,900 feet of any municipal water supply well.

2.4 GEOLOGICALLY HAZARDOUS AREAS

Landslide, seismic, and erosion hazard areas are geologically hazardous areas (VMC 20.740.130). Coal mine and volcanic hazards also qualify as geologically hazardous areas (WAC 365-190-120), but these do not occur in Vancouver.

Landslides: Landslide areas are generally characterized by the following identifying potential factors per the City's CAO: slopes greater than 25 percent on a property and adjacent areas within 100 feet and areas of historic or active landslides. WAC 365-190-120 defines landslide areas as areas delineated by the U.S. Department of Agricultural Natural Resources Conservation Service (USDA-NRCS) as having significant limitations for building development; coastal areas mapped as Classes u (unstable), uos (unstable old slides), and urs (unstable recent slides) in Ecology's Coast Atlas; or areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey (USGS) or Washington State Department of Natural Resources (DNR). Also, it includes areas with slopes steeper than 15 percent; hillsides intersecting geological contacts with a permeable sediment overlaying an impermeable sediment or bedrock; and springs or groundwater seepage. WAC goes further in defining landslides as areas that have shown movement during the Holocene epoch or which are underlain or covered by mass wastage debris from this epoch; slopes parallel or subparallel to planes of weakness in subsurface materials; slopes having gradients steeper than 80 percent subject to rockfall during seismic shaking; areas potentially unstable as a result of rapid stream incision, erosion, and undercutting by wave action, including stream channel migration zones; areas that show evidence or are at risk from snow avalanches; areas located in a canyon or on an active alluvial fan subject to inundation by catastrophic flooding; and any area with a slope of 40 percent or steeper with a vertical relief of 10 or more feet and not composed of bedrock.

Areas of the City that are identified as areas of potential instability landslide areas by information provided by Clark County Maps Online are slopes south of and above Burnt Bridge Creek in central Vancouver and bordering Burnt Bridge Creek on both sides from Falk Road to NW Fruit Valley Road; slopes above the Columbia River paralleling State Route 14 (SR 14) and Evergreen Boulevard; parallel to Fruit Valley Road; and areas along Southeast Evergreen Highway east of Interstate 205 (I-205) between SR 14 and the Columbia River and west of Southeast 192nd Avenue. The only areas mapped as areas of historic or active landslides are along Burnt Bridge Creek immediately east of Vancouver Lake and along Evergreen Highway east of I-205. Mapped landslide areas of high confidence by the USGS Landslide Inventory are located around Burnt Bridge Creek Park; along the eastern side Northwest Fruit Valley Road and north of West 39th Street; areas north of SR 500 at Arnold Park and

Bosco Farm Neighborhood Park; areas south of SR 500 along Burnt Bridge Creek and Burnt Bridge Creek Park; an area in Dubois Park; and area just west of Dubois Park and between East Mill Plain Boulevard and East Evergreen Boulevard (see Appendix A).

Seismic Hazard Areas: The City designates seismic hazard areas as those with low to moderate, moderate, moderate to high, or high liquefaction susceptibility, or Peat Deposits; areas of fill; National Earthquake Hazard Reduction Program (NEHRP) ground shaking amplification soils C to D, D, D to E, and E; and fault rupture hazard areas. WAC 365-190-120 defines seismic hazard areas as those subject to a severe risk of damage as a result of ground shaking induced by an earthquake, slope failure, settlement or subsidence, surface faulting, or tsunamis. It also includes areas with a historical record of earthquake damage.

Areas mapped with liquefaction susceptibility risk are typically found in Vancouver along the Columbia River generally west of Southeast Ellsworth Road; areas between the Columbia River and Vancouver Lake; areas along Burnt Bridge Creek; Spring Branch Creek; and areas north and south of SR -500 and Northeast 95th Street. Areas of the City with NEHRP ground shaking amplifications of C to D or higher are generally located west of I-5 near Vancouver Lake. The area north of SR 500 and between I-5 and I-205 are generally Class D; south of SR 500 and east of I-205 are generally Site Class C; faults associated with the Quaternary Lacamas fault zone are present on the eastern side of Vancouver, that generally trends southeast starting at Northeast 28th Street and Northeast 38th Avenue to the Columbia River and ending east of Government Island. Related faults also traverse the very northeast corner of the city, generally around Northeast Fourth Plain Boulevard and Northeast 162nd Avenue.

Erosion Hazard Areas: Erosion hazard areas under Vancouver's CAO are areas identified as having a severe erosion hazard by the 1972 USDA Soil Conservation Service Soil Survey of Clark County Washington. These include erosion hazard areas along banks, streams, and rivers due to flow patterns creating regression or retreat of these banks. Erosion hazard areas are defined by WAC 365-190-120 as areas that are likely to become unstable, such as bluffs, steep slopes, and areas with unconsolidated soils. In the City, erosion hazard areas are found generally along Burnt Bridge Creek adjacent and west of I-5, east of Northwest Fruit Valley Road between West 39th Street and Burnt Bridge Creek, along the Portland Vancouver Junction Rail line between I-5 and Northeast Saint James Road, an area bounded to the west and east by Fort Vancouver Way and Northeast 87th Avenue and to the north and south by East 18th Street and SR 14, and other mapped areas as shown in Appendix A.

2.5 FREQUENTLY FLOODED AREAS

Frequently Flooded Areas are areas of special flood hazards (VMC 20.740.120) determined by the Federal Emergency Management Agency (FEMA) and scientific and engineering reports entitled Flood Insurance Study effective September 5, 2012 and any subsequent revisions. Areas designated as frequently flooded areas as defined by WAC 365-190-110 are those that affect human health and safety and to public

facilities and services. Jurisdictions may optionally designate and consider the future flow flood plain; the potential effects of a tsunami; high tides with strong winds; sea level rise and extreme weather events, including those resulting from global climate change; and greater surface runoff caused by increased impervious surfaces.

Frequently flooded areas in the City are found along the Columbia River, Burnt Bridge Creek, and Vancouver Lake and areas between Vancouver Lake and the Columbia River.

2.6 FISH AND WILDLIFE HABITAT CONSERVATION AREAS

Areas that are determined as fish and wildlife habitat conservation areas (VMC 20.740.110) are based on site conditions and varying available data. These areas include habitat used for any life stage of an endangered, threatened, or sensitive fish or wildlife species; priority habitats and areas associated with priority species as determined by the Washington Department of Fish and Wildlife (WDFW); rivers, lakes, streams and naturally occurring ponds; locally significant habitat areas or habitats of local importance; and riparian management areas are riparian buffers. WAC 395-190-130 defines fish and wildlife habitat conservation areas as those that are commercial and recreational shellfish areas; kelp and eelgrass beds; herring, smelt, and other forage fish spawning areas; naturally occurring ponds under 20 acres and their submerged aquatic beds; waters of the state; and state natural area preserves, natural resource conservation areas, and state wildlife areas.

Primary fish and wildlife habitat conservation areas in the city, including riparian and non-riparian habitat areas, and species areas that can be found along the Columbia River, Burnt Bridge Creek, Fisher Creek, Love Creek, Vancouver Lake and areas between the lake and the Columbia River, South Vancouver Lake Lowlands, Burnt Bridge Creek Greenway, parks along the banks of the Columbia River, Biddlewood Natural Area, Henry J. Biddle Natural Area, Mimsi Marsh, Ellsworth Springs East, David Douglas Park, Blandford Canyon West, Meadowbrook Marsh, along the Portland Vancouver Junction Rail between I-5 and Northeast Saint James Road, and other areas as mapped in Appendix A.

3.0 WHAT IS BEST AVAILABLE SCIENCE?

A foundational element of all CAO updates is documenting the BAS that supports the new and/or revised regulations. As regulated by RCW 36.70A.172, BAS must be used in developing policies and development regulations in order to protect functions and values of critical areas. BAS is utilizing the best, most current information available from a valid scientific process or sources that have been adopted by the scientific community. According to WAC 365-195-905, counties and cities may use a list of identified resources from local, state, or federal natural resources that have met the criteria of BAS. The responsibility of including BAS in development and implementation of critical areas policies or regulations rests on each jurisdiction. However, counties and cities should consult with a qualified scientific expert or team to identify scientific information, determine BAS, and assess applicability to critical areas. The scientific expert or experts may use professional judgment regarding

critical areas but shall use criteria set out in WACs 365-195-900 through 365-195-925 and any other technical guidance provided by the department. Characteristics of BAS include:

- **WAC 365-195-900** – Jurisdictions must identify and include BAS in accordance with WAC for updates and adoption of policies and regulations, including for periodic review and evaluation to determine a jurisdiction is meeting statutory obligations.
- **WAC 365-190-905** – Assessment criteria are provided for jurisdictions to determine whether information gathered for development of critical areas policies and regulations is adequate for BAS. It also provides guidance on the types of information that can be used, determining qualified professionals, setting responsibilities of jurisdictions, and validating scientific information.
- **WAC 365-190-910** – Obtaining BAS is regulated by this statute and includes consulting with state and federal natural resource agencies and tribes for efficient development of scientific information and recommendations. Counties or cities may also have their own scientific data that is or can be eligible for BAS.
- **WAC 365-190-915** – Criteria are listed for using BAS in the development of policies and development regulation and shall protect the functions and values of the critical areas. BAS shall be included in the decision-making process. Jurisdictions shall use BAS with variances and exemptions determinations regarding generally applicable critical areas policies and development regulations. Nonscientific information (legal, social, cultural, economic, and political) used for critical area policies and regulations departing from BAS shall:
 - Identify information on record that supports its decision in departing science-based recommendations;
 - Explain rationale for its departure from science-based recommendations; and
 - Identify potential risks to a critical area or areas function and values, and any reducing risks with additional measures.
- **WAC 365-190-920** – Inadequate scientific information relating to a jurisdiction's critical areas shall utilize a “precautionary or a no risk approach” or use a formal adaptive management program that relies on scientific methods.
- **WAC 365-190-925** – Jurisdictions must give “special consideration” for necessary conservation or protection measures to preserve or enhance anadromous fisheries. Record evidence shall be provided with protected habitat that includes all life stages of anadromous fish.

Scientific information can be produced only through a valid scientific process as listed above and BAS must be used in developing policies and development regulations in order to protect functions and values of critical areas (RCW 36.70A.172). The BAS research presented below meets State requirements and includes scientific information that is readily available, is of high quality, and/or has been independently peer-reviewed.

4.0 WETLANDS

Wetlands are highly productive and valuable ecosystems that provide high-quality habitat to various terrestrial and aquatic flora and fauna, protect water quality by filtering contaminants and promoting infiltration, provide aquifer recharge, and slow the velocity of and retain flood waters protecting downstream communities from the impacts of flooding. Current BAS for wetlands includes guidance for the identification, classification, and categorization of wetlands, information regarding useful and effective protective buffers, and guidance for mitigating impacts to wetlands, including mitigation sequencing and compensatory mitigation, all of these are factors in protecting and maintaining wetland functions and values. This section of the report discusses the functions and values provided by wetlands and information regarding their identification, classification/characterization, and protection and management.

4.1 FUNCTIONS AND VALUES

4.1.1 Functions in General

Wetland functions are the interactions between the structural components of the wetland, and the physical, chemical, and biological processes within the wetland and surrounding landscape (Sheldon et al. 2005). Because wetlands provide functions at many scales, from the microscopic to watershed level, functions are generally grouped into one of three categories: biochemical, hydrologic, and habitat functions. Not all wetlands provide the same level of functions, and most functions are dependent on a number of factors that include the presence and kind of vegetation, soil type, water regime and residence time of water, and position within the landscape. Additionally, the value of an individual wetland may differ from another because of external factors, such as the presence of nearby contaminant sources (e.g., agricultural practices), runoff from adjacent impervious surfaces, proximity to resident and anadromous fish-bearing streams, precipitation patterns, likelihood of flooding, and/or changes in regional climate conditions. The following sections provide a broad overview of the functions provided by wetlands, and examples of the value of these functions to society. The discussion is not exhaustive but is meant to show representative examples of the findings of existing science regarding the functions provided by wetlands (Sheldon et al. 2005).

4.1.2 Biochemical Functions

Biochemical functions include nutrient cycling, removal and retention of metal and toxic organic compounds, and sediment stabilization, among others. Water quality can be impaired by the presence of contaminants, including sediments, phosphorous, metals and organic compounds, and/or pathogens. As discussed in Ecology's *Wetlands in Washington State Volume 1 – A Synthesis of the Science* (Sheldon et al. 2005), wetlands improve water quality by promoting sedimentation, absorbing and precipitating contaminants, biodegrading contaminants by supporting microbes that break them down, removing nitrogen through nitrification and denitrification processes, and helping retain and remove pathogens by detaining water and aiding microorganisms that feed on bacteria. These natural processes provide water quality protection that reduces society's dependency on water quality treatment facilities,

protect local resources such as fish stocks that may be impaired by contaminated water, and help promote the health and safety of communities by limiting the presence of pathogens, metals, and toxic organic compounds in the drinking water that is provided by groundwater and surface water resources (Sheldon et al. 2005).

4.1.3 Hydrologic Functions

The hydrologic functions provided by wetlands include flood attenuation, groundwater recharge, decreased downstream erosion, and reduction in peak flows, among others. The hydrologic functions of wetlands are related to their ability to retain more surface water than terrestrial habitats; the many wetlands across a watershed retain and gradually release runoff and surface water that would otherwise flow directly into surface waters (Adamus et al. 1991, *in* Sheldon et al. 2005). While these functions are associated with water storage, an individual wetland's ability to store surface or subsurface water is additionally influenced by a number of factors, including the wetland's location within the landscape, soils and vegetation, and the type or class of the wetland (Sheldon et al. 2005). These functions can contribute to the long-term health, safety and financial benefits to downstream communities; for example, wetlands in floodplains dissipate the erosive forces of flood waters, and can store large volumes of surface water; these functions act to protect downstream communities from flooding events, and channel migration, and minimize damage to structures and other assets such as cropland.

4.1.4 Habitat Functions

Wetlands provide habitats for various species, including species that are dependent on wetland habitat for their entire life cycle, species that rely on wetlands for a single life stage, and species that use wetlands on occasion, such as for drinking water, or as a stopover point during migration (Johnson and O'Neil 2001). Wetlands support anadromous and resident fish, reptiles and amphibians, waterfowl and migratory birds, and terrestrial species, as well as a variety of aquatic invertebrates and microorganisms. The use of a wetland by any specific animal or group of animals depends on factors that include hydrologic regime, structure and complexity of vegetation, proximity to other habitat, climate/seasonality, and topography, among others (Adamus et al. 1991, Mitsch and Gosselink 2000). Many of the species that rely on wetlands for all or part of their life cycle have unique societal and cultural values. For example, wetlands provide juvenile rearing habitat for salmon, and they provide habitat for waterfowl that are valued for recreation (e.g., birding and hunting). Wetlands supply habitat for protected species, such as migratory birds, WDFW priority species, and state and federally listed threatened and endangered species.

4.1.5 Carbon Sequestration Functions

According to RCW 70A.45.010, carbon sequestration is defined as the process of capturing and storing atmospheric carbon dioxide through biologic, chemical, geologic, or physical processes. Wetlands are known to be some of the largest stores of carbon on the planet (USGCRP 2018). Wetland soils are anoxic (oxygen-poor), and therefore slow decomposition and lead to the accumulation of organic matter (Nahlik and Fennessy 2016). The amount of carbon storage depends upon wetland

type and size, vegetation, the depth of wetland soils, groundwater and nutrient levels, pH, and other factors. Wetland soils also store carbon that flows in from upland areas, through soil erosion or movement of vegetative debris (Kusler and Christie 2011). Climate modeling has shown a potential favorable ratio of greenhouse gas production to sequestration in future climate change scenarios, meaning wetlands could become an even greater carbon sink than during current conditions. Global warming may affect the period of time it takes a wetland to become a net sink, but may also increase the amount of sequestered carbon significantly depending on local climate conditions (Mitsch et al. 2013). However, disturbed or warmed wetlands typically release greenhouse gases that contribute the most to global warming (i.e., carbon dioxide, methane, and nitrous oxide) (Mitsch et al. 2013).

4.1.6 Impacts

Disturbances to wetlands and the functions they provide can occur at several geographic scales, and can be created by and depend on a variety of land uses, the land use intensity/severity, and the scale at which the disturbance occurs (Sheldon et al. 2005). Disturbances include vegetation removal and increased impervious surfaces, agricultural practices, logging and development, and other activities that alter natural drainage patterns, fill wetlands, and increase inputs of pollutants. Each of these disturbances may affect the functions and values of wetlands by increasing water volume and flow rates after storm events; increasing sediment and other pollutants in runoff; contributing to habitat fragmentation; increasing erosion, and/or reducing biodiversity (Sheldon et al. 2005).

Protecting wetland resources entails the regulation of direct and indirect impacts to wetlands and should be guided by BAS. Direct wetland impacts are activities that include filling, draining, or adversely impacting the vegetation within a wetland. Indirect impacts result from changes to the surrounding landscape that negatively influence the physical, chemical, or biological characteristics of a wetland, such as its hydroperiod, microclimate or habitat connectivity, for example (McMillan 2000).

4.2 IDENTIFICATION AND CLASSIFICATION

Section 365-190-090 of the WAC and RCW 36.70A.030 define wetlands as,

... areas that are inundated or saturated by surface water or groundwater 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 generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after 1 July 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands.

To address regional wetland characteristics and improve the accuracy of wetland delineations, the USACE issued regional supplements to its wetland delineation manual (1987) on which the state manual is based. Therefore, current wetland methodology is based on the USACE manual and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (Version 2.0) (regional supplement) (USACE 2010). The USACE manual provides the methodology for identifying jurisdictional wetlands based on an examination of vegetation, soils, and hydrology. Vancouver's CAO references the "approved federal wetland delineation manual and applicable regional supplements but does not specifically reference the manual and supplement by name (see VMC 20.740.120).

WAC 365-190-090 also indicates that when designating wetlands, counties and cities should use a rating system that evaluates the existing wetland functions and values to determine what functions must be protected, and, when developing wetland rating systems, jurisdictions should consider using the wetland rating system developed jointly by Ecology and the USACE. Ecology's *Wetland Rating System for Western Washington* (Hruby 2014) is the most commonly used and regionally accepted wetland classification system, and categorizes wetlands based on their specific attributes, including rarity, sensitivity, and the functions they provide. To identify and classify wetlands, the system incorporates other classification systems, including the hydrogeomorphic classification and classification of plant communities (Cowardin et al. 1979), as well as classification based on special characteristics. As described in the Ecology guidance, the rating system was designed to "differentiate between wetlands based on their sensitivity to disturbance, their significance, their rarity, our ability to replace them, and the functions they provide" (Hruby 2014). The intent of the system is to provide a basis for developing standards to protect and manage wetlands. Vancouver's CAO uses the *Wetland Rating System for Western Washington* (Hruby 2014) in compliance with WAC 365-190-090.

4.3 BEST AVAILABLE SCIENCE FOR WETLAND PROTECTION

The protection of the functions and values provided by wetlands is generally recognized as achievable (in part) by using protective wetland buffers. Buffers are vegetated areas adjacent to an aquatic resource (a wetland for purposes of this discussion) that can, through various processes, reduce the impacts of adjacent land uses (Sheldon et al. 2005). Functions provided by buffers include removing sediments, excess nutrients, and toxics; influencing the microclimate; maintaining habitat connectivity; and minimizing adjacent disturbances. The effectiveness of buffers to protect wetland functions and values is generally related to the type of wetland function to be protected, the activities that are being buffered, and the characteristics of both the wetland and its associated buffer. For example, differing widths for effective buffers for water quality protection, and habitat for a specific species have been documented. Additionally, different buffer widths to protect a similar function may be necessary depending on the stressors associated with the different wetlands that provide the function. Generally, the characteristics that most influence buffer functions include vegetation, slope of the buffer, the soils, and the

width of the buffer; of these, just vegetation and buffer width can be manipulated or controlled easily (Sheldon et al. 2005).

It is generally accepted that the width of a buffer should be related to the wetland functions that need protecting, the intensity of the adjacent land use, and the condition of the adjacent buffer. While the BAS states unanimously that buffers are effective in protecting wetlands functions and values, there is significant debate about how much buffer is necessary to protect particular functions. In order to protect the ecological functions and values of wetlands, it is necessary for regulators to consider a number of ecological principles, and their implications for development and the use of natural resources. These principals include factors such as temporal and spatial functions of ecological processes and implications of development, direct and cumulative impacts, and the type, intensity, and duration of impacts to natural resources.

As stated in Ecology's *Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands* (Granger et al. 2005),

[a]uthors who synthesized the literature on the effectiveness of buffer widths suggest buffers between 25 and 75 feet for wetlands with minimal wildlife habitat functions and adjacent low-intensity land uses; 50 to 150 feet for wetlands with moderate habitat functions or adjacent high-intensity land uses; and 150 to 300 feet for wetlands with high habitat functions. Effective buffer widths for protecting water quality ranged from 25 to 50 feet for 60 percent removal of pollutants, to 150 to 200 feet for 80 percent removal of pollutants.

Ecology suggests assessing the potential risk to wetlands as a result of development and the amount of risk that is acceptable; this risk assessment can offer a local jurisdiction insight on appropriate protective measures for implementation (Granger et al. 2005). This means that regulations implementing larger, rather than smaller, buffers around all wetlands would be characterized as lower risk for preserving functions and values, whereas a jurisdiction that implements narrower buffers would have a higher risk of impacting functions and values, and the narrower buffers would be unlikely to provide all of the functions necessary to protect wetlands.

In October 2022, Ecology released new guidance offering three different approaches to establishing protective buffers. Buffer Option 1 offers the most flexibility in buffer widths based on the wetland category, level of impacts from adjacent land uses, and the functions of the wetland (i.e., habitat, special characteristics, etc.), and offers opportunities for buffer reductions (Ecology 2022b). Buffer Option 2 established buffer widths based on wetland category and the existing or proposed adjacent land use, with no options for buffer averaging or reductions. Buffer Option 3 includes fixed buffer widths based solely on the wetland category with no opportunity for buffer reductions or averaging. These three options offer local jurisdictions different approaches with different risk tolerances to choose from when developing or updating their critical areas ordinances.

4.4 SCIENCE OF IMPACTS AND MITIGATION

When a change in land use has the potential to adversely affect a wetland, regulatory agencies require the applicant to conduct wetland mitigation, as part of a national “no net loss” policy toward protecting wetlands. “No net loss of wetland functions and values” is a federal and state policy goal that emerged in 1989 and has been a mainstay of land use regulations since then (National Research Council [NRC] 2001). To date, the no net loss policy has been interpreted to mean that wetlands should be conserved wherever possible, and that wetlands converted to other uses must be offset through compensatory mitigation to provide the same functions and values that have been lost (NRC 2001). As described in the 1990 Memorandum of Agreement between the U.S. Environmental Protection Agency (EPA) and the USACE (EPA and USACE 1990), the mitigation sequence is a three-step sequence that helps guide decisions and to determine the type and level of mitigation required under Clean Water Act Section 404/401 Regulations. The Washington SEPA (Chapter 43-21C RCW), administered by Ecology, also requires that a sequence of actions be taken for proposals that will impact wetlands (mitigation sequence). The following are the steps in the mitigation sequence according to the implementing rules of SEPA (Chapter 197-11-768 WAC):

- Avoiding the impact altogether by not taking a certain action or parts of an action;
- Minimizing impacts by limiting the degree or magnitude of the impacts;
- Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
- Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and/or
- Monitoring the impact and taking appropriate corrective measures.

If, through mitigation sequencing, it is determined that compensatory mitigation is necessary, an applicant has several alternatives for how to approach compensation. The alternatives, reviewed and described by Ecology et al. (2021), are prioritized as follows:

- Mitigation bank credits: Allows applicants to compensate for wetland loss by purchasing credits from a bank that is commissioned to restore, create, enhance, or preserve wetland areas in providing compensatory mitigation for authorized impacts to wetlands.
- In-lieu fee program credits: Allows applicants to compensate for wetland losses by paying a fee to a third party, such as a government agency or conservation organization, where the fee is used to ensure wetland protection, creation, and enhancement of wetlands.
- Permittee-responsible mitigation (PRM) under a watershed approach.

- PRM that is on site and in-kind.
- PRM that is off site and/or out-of-kind.

PRM includes the following approaches:

- Restoration: Re-establishment of wetland conditions where they formerly, but no longer, exist.
- Creation: Establishment of wetland conditions in a location where wetland conditions previously did not exist or that has not been a wetland within the last 100 to 200 years.
- Enhancement/Exchange: Modifying a specific structural feature of an existing degraded wetland to improve one or more functions based on management objectives.
- Preservation: Protection of an existing and well-functioning wetland from perspective future development threats.
- Mixed Compensatory Mitigation: Involves more than one of the listed types of compensatory mitigation.

Additionally, Ecology adopted an approach for estimating the functions lost when a wetland is altered, and to estimate the gain in functions that may result from restoration, creation, enhancement, and/or preservation (Hruby 2011). This methodology estimates the type and area of compensation to be provided based on functions of the wetland being altered (i.e., debits) and the amount the proposed compensatory mitigation will create (i.e., credits). The guidance establishes that the proposed compensatory mitigation is acceptable when the “credit” score for the mitigation project is higher than the “debit” score for the impacted wetland (Hruby 2011)

As a result of failure of many previous mitigation projects, USACE, Ecology, and some Washington jurisdictions are encouraging the use of mitigation banks and in-lieu fee programs because these can offer greater assurance for mitigation success to both the applicant and the jurisdiction (USACE and EPA 2008; Ecology 2009).

4.5 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

To maintain consistency with state and federal wetland delineation methods, the City should adopt the latest federal wetland delineation manual and its supplements for use in delineating wetlands. This is not expected to change the outcome of wetland delineation efforts within the City, as state and federal regulators already require this methodology to determine wetland boundaries.

Additionally, to be consistent with state and federal guidance on the use of mitigation banks and in-lieu fee programs for compensatory mitigation, the City should update the mitigation code section (VMC 20.740.140[C][2]) to reflect this preference. This is

not expected to change the options available to applicants but to clarify the preference for banks and in-lieu fee programs over permittee-responsible options that have not shown a high likelihood of success.

Finally, to be consistent with state wetland protection guidance, the City should update the code to reflect recent guidance published by Ecology in October 2022. . The recent guidance includes the following additional recommendations that should be included in the updated code:

- Reformatted buffer tables, including the incorporation of previous adjustments to the range of habitat scores based on review of the referenced wetland data used to calibrate the Washington wetland rating system
- Updated and expanded minimization measures table for use with the buffer tables
- Functionally disconnected buffers
- Clarified corridor requirements and expanded applicability
- Clarified geographic scope of exemption guidance for small wetlands
- Recommendations from the 2021 interagency wetland mitigation guidance document
- Updated definitions
- New language addressing the role of wetland functions in mitigating climate change (e.g., carbon sequestration)

These updates may have some changes on how wetlands are protected with buffers and the ability to reduce buffers based on the new guidance.

5.0 CRITICAL AQUIFER RECHARGE AREAS

The GMA requires the protection of public groundwater drinking supplies. The supply of public drinking water depends on the availability of groundwater, and without replenishment, the amount of water in aquifers can be diminished or even depleted (Ecology 2021a). CARAs are “areas with a critical recharging effect on aquifers used for potable water where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water” (WAC Chapter 365-190). By protecting CARAs, a community can focus its efforts and resources on protecting the most critical groundwater drinking supplies.

CARAs are regulated by Section 14.26 of the VMC.

5.1 FUNCTIONS AND VALUES

Regulating CARAs protects public drinking water from contamination by hazardous materials and waterborne pathogens, helps ensure the future availability of groundwater, and is less expensive than post-contamination cleanup or treatment of groundwater. Studies have shown that funding initiatives to protect groundwater is more cost-effective than cleaning up groundwater after contamination occurs (Ecology 2021a). Contaminated public drinking water can cause illness, bring about the ingestion of chemicals or other harmful substances, and incur costs as new wells must be developed or contaminated soils and/or groundwater must be remediated (Ecology 2021a).

5.2 IDENTIFICATION AND CLASSIFICATION

The Washington State Department of Health (DOH) regulates and maps drinking water wells. CARAs recommended for protection by WAC 365-190-100 include:

- **Wellhead Protection Areas:** These areas are defined as “the boundaries of the 10-year time of groundwater travel”. Clark County Maps Online maps wellhead locations based on information from DOH and the 1-, 5-, and 10-year time of travel zones around these wellheads. Time-of-travel zone information comes from DOH’s Source Water Assessment Program mapping tool.
- **Sole Source Aquifers:** These areas are designated by the EPA pursuant to the Federal Safe Drinking Water Act. Nearly all of Clark County and the city of Vancouver are located within the Troutdale Sole Source Aquifer (EPA 2006).
- **Susceptible Groundwater Management Areas:** These areas are designated as moderately or highly vulnerable or susceptible in an adopted groundwater management program developed pursuant to WAC Chapter 173-100. There is no adopted groundwater management program for Vancouver or mapped groundwater management areas in the city.
- **Special Protection Areas:** These areas are defined by WAC 173-200-090 and designated by Ecology. There are special protection areas currently mapped for Vancouver.
- **Moderately or Highly Vulnerable Recharge Areas:** These areas are moderately or highly vulnerable to degradation or depletion because of hydrogeologic characteristics as delineated in a hydrogeologic study. These areas are not mapped.

CARAs are identified by their vulnerability. Vulnerability is the combination of hydrogeological susceptibility (the high potential for surface recharge and infiltration in CARAs due to the permeability of the soil around them) and the potential of contamination sources based on an analysis of existing land uses. Clark County designates Municipal Wellhead Protection Areas shown on Clark County MapsOnline that indicate different zones that estimate the time it would take for a pollutant release to reach the wellhead area. Vancouver’s CAO designates Special Protection Areas within CARAs as those within 1,900 feet of any municipal wellheads. These areas are mapped by Clark County MapsOnline.

5.3 BEST AVAILABLE SCIENCE FOR CARAS

BAS for protecting CARAs recommends addressing both recharge and discharge areas. Aquifer recharge occurs where stormwater, irrigation water, and other water infiltrates into the ground. Using resources and land in various ways can impact aquifer recharge areas; some examples of risks include the contamination of CARAs by hazardous materials or reducing recharging effects by increasing impervious surfaces. Discharge areas are locations where groundwater flows from the surface such as a spring, wetland, or well. Discharge areas are typically protected by other critical areas regulations such as wetland and riparian area requirements.

BAS recommends protecting public groundwater by limiting potential contamination risks within CARAs and promoting land use and development standards that maintain groundwater quality, withdrawals and recharge. In order to support the adequate recharge of its aquifers, a municipality can limit impervious surfaces, encourage low impact development, and use other stormwater best management practices (BMPs) such as raingardens. A commonly used resource for identifying BMPs that will protect groundwater recharge and water quality is the *Stormwater Management Manual for Western Washington* (Ecology 2019).

Some land use activities have been identified as high risk for groundwater contamination, and jurisdictions should consider prohibiting these uses within priority CARAs or requiring strict pollution prevention requirements to further mitigate potential risks. BAS also recommends the identification and monitoring of existing high-risk uses within CARAs. Examples of high-risk uses in CARAs include landfills, wood treatment facilities, chrome platers, tank farms, and facilities that treat, store, or dispose of hazardous waste (Ecology 2021a).

Other uses may present a moderate or low risk of contamination within a CARA, and can be permitted as conditional uses, provided that they meet BMPs and other requirements to ensure protection of the CARA.

Groundwater wells and construction of groundwater wells are potential conduits that could connect the aquifer with potential overlying contaminants. Well construction standards in WAC 246-290 and 246-291 are intended to help reduce the risk of contamination. However, many wells were installed prior to adoption of well construction standards. Jurisdictions often distinguish between Group A and Group B wells as defined by the Washington Department of Health. Group A wells are “water systems providing service to 15 or more service connections used by year-round residents for 180 or more days within a calendar year regardless of the number of people, or regularly serving at least 25 year-round residents for more than 180 days per year.” Group B water systems serve less than 15 service connections and less than 25 people per day or 25 or more people per day during fewer than 180 days per calendar year. (WAC 246-290-020). Both types of wells have the potential to act as conduits and, therefore, the City of Vancouver should consider regulating, not only Group A wells, but also Group B wells.

5.3.1 Science of Impacts and Mitigation

Protection of water supply well heads in a sole-source aquifer is of primary importance to the City of Vancouver. Designation of CARAs is intended to protect the water supply by adopting and enforcing regulations that are supported by science-based mitigation measures. Potential releases of pollutants can infiltrate into the ground and ultimately to groundwater where they can then travel with the groundwater. Where contaminated groundwater is withdrawn from supply wells, these wells may require treatment to remove pollutants or reduce them to non-hazardous levels. The science behind wellhead protection areas considers the path from surface release to wellhead and aims to identify specific sensitive areas that can

be protected with appropriate land-use controls to minimize potential future contamination and costs related to treatment.

The groundwater management areas and program requirements cited in WAC 173-100 should be considered in Vancouver's municipal code revisions. The WAC includes additional detailed elements that provide a more comprehensive technical characterization of groundwater resources and how they are managed. As an example, elements pertaining to groundwater quality, wellhead protection areas, and groundwater quantity evaluations within a coordinated program would likely add value to the City's water resources protection and management.

5.4 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

The current Special Wellhead Protection Areas designated by the City (VMC 14.26.115[B][2]). are solely based on the 1,900-foot radius around a production well. While groundwater flow in the immediate vicinity of the well may be primarily circular, and thus support a radius-based zone, the science suggests that larger areas upgradient of a wellhead will be more capable of bringing contaminated groundwater to a well than an equal distance downgradient of the wellhead. This is shown by the Clark County maps that represent different "residence" time zones for groundwater travel to a wellhead. These expanded wellhead protection zones should be based on state of the practice groundwater flow modelling to establish the radius of wellhead "capture zones" that should provide better, more science-based protection zones than a standard 1,900-foot radius. It is recommended that Special Protection area boundaries be modified to reflect physical processes that are involved with groundwater infiltration and potential contamination, similar to what has been done for Clark County.

Designations of CARAs should be reconciled with those listed in WAC 365-190-100.

The City should consider regulating Group B wells in addition to Group A wells. Once draft regulations are developed, the City should look use test case reviews to determine that regulations are effective and tailored to meet the City's objectives and BAS standards.

6.0 GEOLOGICALLY HAZARDOUS AREAS

6.1 FUNCTIONS AND VALUES

The GMA recognizes four main types of geologic hazards: landslide hazard areas, erosion hazard areas, seismic hazard areas, and areas subject to other geologic events such as coal mine hazards and volcanic hazards. All of these geologic events are risks to human health and safety and can damage property. Managing geologically hazardous areas is necessary to ensure the safety and wellbeing of city residents, and to prevent avoidable damage and/or loss of public and private property. In addition, according to the Washington Department of Commerce, "geologically hazardous areas also have an important function in maintaining habitat integrity." Geologic processes, including mass wasting events, such as landslides and debris flows,

contribute needed sediment and wood for building complex instream habitats, estuarine marshes, and beaches important for fisheries, wildlife, and recreation.” (Commerce 2021) The section below addresses the BAS for designating and mapping geologically hazardous critical areas in the interests of human health, structural safety, and the contributions of these areas to the natural environment.

6.2 IDENTIFICATION AND CLASSIFICATION

The DNR website “Geologic Hazards and the Environment” provides information and maps of seismic hazards, landslides, and erosion hazards and is an important BAS mapping source. DNR’s Geologic Information Portal is a BAS information source for mapping landslide, seismic, and erosion hazards. Erosion hazards are also mapped by corresponding soil type through the USDA-NRCS online web soil survey of Clark County. Geologic hazards are also commonly identified through site-specific geologic or geotechnical engineering studies where agency-produced hazard mapping is insufficient.

The city landscape has various environments susceptible to geologic hazards as noted in Section 2.0 of this report; many of these areas are also subject to erosion hazards (see the Geologically Hazardous critical areas map in Appendix A). Seismic hazard areas are also discussed below, and coal mine and volcanic hazards do not exist within Vancouver.

6.3 BEST AVAILABLE SCIENCE FOR LANDSLIDE HAZARDS

According to DNR, “Washington is one of the most landslide-prone states in the country, with hundreds to thousands of events each year” (DNR 2021a). Landslides are mass wasting events with soil and rock moving downslope and are more frequent after precipitation events when ground becomes saturated and soil loses its strength. Gravity, water, and friction all play a role in landslides. There are many different types of landslides, but slides generally fall into two categories: shallow and deep-seated (DNR 2021a). Literature tends to focus on how to categorize and map these hazards. DNR’s Division of Geology and Earth Resources recently completed landslide hazard mapping in the Columbia River Gorge and this data is available on DNR’s Geologic Information Portal website and is considered BAS for designation of landslides in the city in the absence of site-specific studies. These mapped features are located east of Vancouver.

Site-specific geotechnical studies with a delineation of landslide hazards and recommended mitigation measures for building in and/or near these areas are considered BAS based on the criteria in WAC 365-195-905. The literature contains mitigation measures and best practices for site development near landslide hazards. According to the USGS, “the simplest means of dealing with landslide hazards is to avoid construction on steep slopes and existing landslides; however, this is not always practical” (Highland and Brobrowsky 2008). The USGS recommends other mitigation, including slope stabilization, by channeling drainage away from the landslide, draining groundwater away from the landslide, minimizing surface irrigation, using retaining walls, retaining/planting vegetation, and seeking professional advice (Highland and Brobrowsky 2008). Burns and Mickelson (2012)

recommends a buffer from the top of shallow landslide-prone slopes equal to twice the vertical height of the slope for high or moderate susceptibility landslide areas or an average of 30 feet.

6.3.1 Science of Impacts and Mitigation

Slope instability is attributable to natural and man-made causes. While large geologically controlled landslides are found further up the Columbia River valley, these types of large landslides are not typically found within the Vancouver city limits. They types of landslides that may occur in the city are smaller slope failures associated with over-steepened slopes along rivers, streams or bluff edges. While these areas of instability may not be extensive, local mitigation activities can be implemented to minimize the potential damages associated with them, similar to erosion hazards.

6.4 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

The City should update the landslide hazard areas section of their development code based on the current WAC definitions. VMC 20.740.130(A)(1) currently lists indicators for potential landslide hazard areas in the City and are not entirely inclusive or current with the State-defined indicators. This section of the VMC should be revised to directly define and reference the definition of landslide hazard areas pursuant WAC 365-190-120(6).

Potentially unstable slopes will typically coincide with areas of soil erosion hazards within the city of Vancouver. Grading, construction, or slope erosion mitigation activities in these areas should include consultation of a licensed engineering geologist to help ensure that the potential for instability has been appropriately evaluated and mitigation measures appropriately designed and established. The City should consider including BMPs in its code for landslide hazard areas. If applicants implement these BMPs, then they could avoid filing a critical areas report.

6.5 BEST AVAILABLE SCIENCE FOR EROSION HAZARDS

Erosion is “the wearing away of the land surface by water, wind, ice, or other geologic agents and by such processes as gravitational creep” (Washington State Department of Transportation [WSDOT] 2021). The 1972 USDA-NRCS soil survey of Clark County classifies the erosion potential of soil types as slight, moderate, severe, and very severe. According to “Understanding Soil Risks and Hazards, Using Soil to Survey to Identify Areas with Risks and Hazards to Human Life and Property,”

...construction activities can have serious detrimental effects on the soil on construction sites. Topsoil removal, grading, and filling drastically reduce soil quality on these sites, resulting in long-term adverse impacts on plant growth and runoff. Removal of topsoil inhibits biological activity and reduces the supply of organic matter and plant nutrients ... Erosion from construction sites has offsite environmental and economic impacts. (USDA-NRCS 2004). Further, the VMC Chapter 14.24 meets BAS regarding avoidance and mitigation of erosion activities.

The 1972 soil survey is considered BAS for erosion hazards generally in the city and the county. The geography of erosion hazard areas in Vancouver is noted in Section 2.0 of this report. Soils rated by USDA-NRCS as “severe” or “very severe” are those with an erodibility index of 0.75 or greater and, in most jurisdictions across the state, are classified as regulated critical areas. In addition to the 1972 soil survey, Clark County MapsOnline also includes a Severe Erosion Hazards Area map that should also be considered BAS. BMPs for development or alteration in erosion hazard areas tend to focus not on prohibiting development, but on requiring erosion controls during construction, eliminating clearing activities during the wet season, and directing the drainage around these areas so as not to exacerbate pre-existing erosion potential. Ecology’s *Stormwater Management Manual for Western Washington* (Ecology 2019) is considered a BAS document for erosion control methods. In “Understanding Soil Risks and Hazards,” which is considered to be BAS, USDA-NRCS recommends the following erosion control techniques during construction:

- Divide the project into smaller phases, clearing smaller areas of vegetation.
- Schedule excavation during low-rainfall periods when possible.
- Fit development to the terrain.
- Excavate immediately before construction instead of exposing the soil for months or years.
- Cover disturbed soils with vegetation or mulch as soon as possible and thus reduce hazard of erosion.
- Divert water from disturbed areas.
- Control concentrated flow and runoff, thus reducing the volume and velocity of water from work sites and preventing the formation of rills and gullies.
- Minimize the length and gradient of slopes (e.g., use bench terraces).
- Prevent the movement of sediment to off-site areas.
- Inspect and maintain all structural control measures.
- Install windbreaks to control wind erosion.
- Avoid soil compaction by restricting the use of trucks and heavy equipment to limited areas.
- Break up or till compacted soils prior to vegetating or placing sod.
- Avoid dumping excess concrete or washing trucks on site.
- Revegetate exposed surfaces to provide immediate permanent or intermittent cover.

6.5.1 Science of Impacts and Mitigation

Erosion hazard impacts include unstable slopes that may threaten structures, as well as potentially excessive sediment contributions to surface waters of the City.

Mitigation of these impacts can be addressed with BMPs outlined above, as well as preventing activities that over-steepen slopes that can contribute to slope instability and threaten infrastructure installations.

6.6 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

For construction or development work that is performed in erosion hazard areas, it is recommended that erosion mitigation work to be performed by a certified erosion and sediment control lead in accordance with Ecology requirements.

Additional structure for the regulations could be added to link to WAC 220-660-120 and 220-660-130 to expand BAS for erosion protection.

The City should consider including BMPs in its code for erosion hazard areas. If applicants implement these BMPs, then they could avoid filing a critical areas report.

6.7 BEST AVAILABLE SCIENCE FOR SEISMIC HAZARDS

Earthquakes can be incredibly expensive and destructive natural hazard events that can level buildings and damage public infrastructure. According to DNR, “Washington has the second highest risk of large and damaging earthquakes in the nation as a result of its geologic setting” (DNR 2021b). WAC 365-190-120 defines seismic hazards as geologically hazardous areas and requires that jurisdictions adopt CAOs regulating development in them. This same WAC section defines seismic hazard areas as “areas subject to a severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement or subsidence, soil liquefaction, surface faulting or tsunamis.”

According to USGS, “ground shaking or ground motion is the movement of the earth’s surface due to earthquakes and is produced by seismic waves that are generated by sudden slip on a fault and travel through the earth and along its surface” (USGS 2021). Ground shaking is the most frequently observed effect of an earthquake. The degree of ground shaking will depend on the geologic conditions and soil types for a given area. The NEHRP has delineated “site classes” to characterize the degree of shaking and or amplification that can occur in response to an earthquake. Clark County MapsOnline includes a map of NEHRP site class for Vancouver that should be considered BAS for seismic design to mitigate earthquake effects. Generally the City is dominated by Site Classes C and D, with areas around drainages and Vancouver Lake including areas with more severe site classes of D and E.

The USGS defines liquefaction as “the phenomenon that occurs when loose, saturated sediments at or near the ground surface lose their strength in response to strong ground shaking from an earthquake” (USGS 2021). Clark County MapsOnline includes a map of Liquefaction Susceptibility that should be considered BAS for Vancouver. Throughout most of Vancouver, the liquefaction susceptibility is low to very low; however, a susceptibility of moderate to high has been mapped around the Vancouver Lake area, as well as low lying areas adjacent to the Columbia River.

Further some areas with higher groundwater levels associated with surface streams also indicate a liquefaction susceptibility of low to moderate.

DNR's Washington Geologic Survey and its Geologic Information Portal have online map information for active faults, seismic scenarios, and liquefaction susceptibility that is considered to be BAS for seismic hazards. Clark County MapsOnline shows faults running southeast to northwest on the east side of the city that appear to be associated with the Lacamas Fault zone aligned slightly further east through Lacamas Lake. The design level earthquake in the city is a Cascadia Subduction Zone earthquake, which would have strong shaking intensity.

The following documents represent BAS for earthquake design:

- NEHRP Recommended Seismic Provisions for New Buildings and Other Structures (FEMA 2020)
- Minimum Design Loads for Buildings and Other Structures, American Society of Civil Engineers (ASCE) 7 (2016 ASCE-7 Standard) (ASCE 2016)
- 2018 International Building Code (International Code Council 2018)

6.7.1 Science of Impacts and Mitigation

Mitigation of ground shaking due to seismic events requires recognition of the appropriate site class for a given site, as well as appropriate construction standards and seismic design considerations. Use of appropriate construction methods that consider the earthquake hazards and site response will minimize potential impacts from earthquake events.

6.8 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

Soft-story structures that possess little structural shear resistance on lower levels of a building are specifically recognized as susceptible to severe damage from a seismic event. Many municipalities have implemented soft-story seismic retrofit ordinances to address these risks and help mitigate earthquake-related structural damage.

Seismic shaking hazards (VMC 20.740.130[A][2][b]) for the city should be amended to add Site Class E as areas around Vancouver Lake are appropriately categorized and thus should also be amended for liquefaction areas of moderate to high and above (VMC 20.740.130[A][2][a][1]).

7.0 FREQUENTLY FLOODED AREAS

7.1 FUNCTIONS AND VALUES

Good management of frequently flooded areas can protect downstream areas and reduce the risk of flooding to public safety and property. In addition, floodplains also provide valuable instream and off-channel habitat to a variety of species and are important for water quality protection. Floodplains enhance biological productivity and help maintain biodiversity and the ecological value of ecosystems (FEMA 2007).

7.2 IDENTIFICATION AND CLASSIFICATION

Frequently flooded areas are defined as areas that will be inundated by a flood event having a 1 percent chance of being equaled or exceeded in any given year. The 1 percent annual chance flood is also referred to as the base flood or 100-year flood. In Washington, jurisdictions are required to regulate the 100-year floodplain as a critical area, at a minimum, but may also optionally regulate other areas, including channel migration zones, areas inundated by the flood of record, areas subject to groundwater flooding, or streams where the path of flood waters can be unpredictable (Ecology 2021b).

As part of its continuing effort to improve floodplain management practices, FEMA encourages communities to steer development away from the floodplains documented in flood insurance rate map (FIRM) panels. FIRM panels are official maps of communities in which FEMA has delineated special flood hazard areas (SFHAs) and the risk premium zones applicable to the community. As the impacts of climate change become more prevalent, floods are expected to become more frequent. Revised FIRMs and the Flood Insurance Study for Clark County became effective September 5, 2012 and revised maps for properties along the Washougal River, Little Washougal River, and behind the Port of Camas-Washougal's levee on the Columbia River became effective January 19, 2018 (Clark County Public Works 2021). Flood hazard areas within Vancouver include those referenced in Section 2.0 of this report.

7.3 BEST AVAILABLE SCIENCE FOR FREQUENTLY FLOODED AREAS

Development within floodplains has always been popular because humans want to live near water and use it for recreation and commercial and industrial purposes. However, development within a floodplain results in a problematic cycle, as development alters the natural flow and drainage patterns of the floodplain, and the development is in turn damaged by flooding in the altered floodplain (FEMA 2007).

Developing or updating frequently flooded areas ordinances can be an opportunity to promote flood safety and protect ecological habitat through locally appropriate standards (Ecology et al. 2021). The fundamental floodplain management program that most ordinances are built on is FEMA's National Flood Insurance Program (NFIP). FEMA manages NFIP in order to provide disaster assistance for properties subject to flood damage. The minimum requirements of the NFIP protect the health, safety, and welfare of the community by protecting buildings from the 100-year flood, which FEMA refers to as SFHAs.

FEMA encourages communities to use the FEMA elevation certificate as an official record showing that new buildings and substantial improvements in all identified SFHAs have been properly elevated. This elevation information is also needed to show compliance with the floodplain management ordinance and can be used by the property owner to obtain flood insurance.

Limiting development within floodplains reduces the need for "structural solutions," which are both expensive and disruptive to the local environment (Association of State Floodplain Managers, Inc. [ASFPM] 1993). BAS recommends limiting all

development within floodplains (including grading and fill) and prohibiting new residential development. Repairs, reconstruction, or improvements to an existing structure within the floodplain may be allowed, but consideration should be given to the design and structural integrity of these improvements.

The BAS for development within floodplains is generally agreed upon as being the applicable flood resistant provisions of the 2021, 2018, 2015, 2012, and 2009 International Codes (I-Codes); the referenced standard ASCE 24, Flood Resistant Design and Construction; and NFIP requirements. FEMA has compiled the applicable I-Codes provisions into a single document, “Flood Resistant Provisions of the 2021 International Codes” (FEMA 2021). General recommendations for development within a floodplain include:

- For buildings located within more than one SFHA, the provisions associated with the most restrictive SFHA should apply.
- It should be demonstrated through hydrologic and hydraulic analyses performed by an accredited professional that the grading and/or fill will not result in any increase in flood levels.
- Grading and fill should not be approved unless fill is placed, compacted, and sloped to minimize shifting, slumping, and erosion during the rise and fall of flood water.
- Exterior walls extending below the base flood elevation should be constructed with flood-damage-resistant materials.
- The finished ground level of an under-floor space (e.g., a crawl space) should be equal to or higher than the outside finished ground level on one side or more.
- Anchoring to prevent flotation.
- Using flood-resistant construction materials and methods.
- Preventing infiltration of flood waters in utility systems.
- Elevating residential and nonresidential construction above the base flood elevation.

7.3.1 Science of Impacts and Mitigation

The most common types of direct human disturbance to floodplains are filling and clearing—often associated with residential development, agriculture, forest practices, or infrastructure improvements—and channelization. The combination of these activities often results in a disconnection of the channel from its floodplains. Floodplains can also be affected indirectly, through alterations of flow regime resulting from flow regulation (e.g., dams and reservoirs) and water withdrawals (e.g., irrigation). Climate change will also affect the flow regime, potentially exacerbating other types of human disturbance within floodplains (ESA 2014).

The BAS for development within floodplains encourages addressing floodplain development to promote flood safety and ecological habitat protection by developing

standards beyond the minimum NFIP requirements. The NFIP encourages such activities through the community rating system (CRS), which provides reduced flood insurance premiums in participating communities (FEMA 2010b, ASFPM 2016).

ASFPM's No Adverse Impact (NAI) floodplain management describes how a community's mitigation program can be augmented and improved (ASFPM 2016). It also identifies how communities can receive CRS credits for implementing NAI tools, which include:

- Flood Acquisition and Relocation Mitigation Projects
- Waterway Restoration through Dam Removal
- Nonstructural Erosion Control and Shoreline Stabilization
- Sustainable Stormwater Management, and
- Mitigating Critical Facilities
- Similarly, Ecology's enhanced flood safety steps include: Habitat protection and endangered species protection.
- Higher regulatory standards beyond the FEMA minimums: For example, some jurisdictions use the "flood of record" elevations to regulate the minimum elevation of structures, where the record flood is higher than the 100-year flood elevation used by FEMA.
- Climate change and unique circumstances: A jurisdiction may have unique risks due to the potential for tsunamis, high tides with strong winds, sea level rise or extreme weather events that it may want to address.

Washington State law (RCW 86.16) contains some additional requirements that are more restrictive than the NFIP, and FEMA requires that communities meet state standards as well. WAC 173-158 outlines administrative rules for implementing RCW 86.16. In addition to adopting the NFIP standards in 44 Code of Federal Regulations parts 59 and 60, WAC 173-158 sets additional standards regarding construction in the floodway and avoiding negative impacts on wetlands.

A Regional Guidance was prepared for communities in the Puget Sound Basin to assist them in meeting the ESA requirements as clarified in the Biological Opinion issued by National Marine Fisheries Service (FEMA 2010b). The Regional Guidance can be used as a reference by communities who wish to prepare studies considering the foreseeable future land use changes in establishing future base flood elevations.

7.3.1.1 Climate Change

WAC 365-190-110 requires classifications of frequently flooded areas to include, at a minimum, the FEMA 100-year floodplain designation. It also states that communities should consider the future flow floodplain at build out, the potential effects of climate change, and the effects of increasing impervious surfaces.

The current FEMA guidelines for assessing flood frequency are based on the assumptions that flood distribution is not significantly affected by climatic trends or longer-term cycles and that historical flood behavior is representative of future events. As such, flood studies and floodplain mapping that has been developed based on FEMA guidance may not reflect future watershed and floodplain conditions as affected by climate change (FEMA 2010b, ESA 2014).

FEMA published the impact of climate change and population growth on the NFIP through the year 2100 (FEMA 2013b). Changes to precipitation, land use and sea level rise were considered. The study shows that by the year 2100, the 100-year floodplain depth and lateral size are projected to increase, on average, by 45 percent above current levels across the nation.

In Washington, climate change is expected to exacerbate flooding due to increasing temperature, decreasing snowpack, higher intensity rain events and sea level rise. Further from the coast, flooding is more sensitive to changes in river flow than sea level rise. The highest river flows and heavy rainfall events are generally expected to increase in rain-dominant and in mixed rain and snow watersheds (Mauger and Kennard 2017).

7.3.1.2 Future Land Use

Nationally, about 70 percent of the future increases in the 100-year floodplain areas and flood depth can be attributed to climate change while the remaining 30 percent represents the influence of normal population growth (i.e., land use) (FEMA 2013b). On the contrary, future hydrologic and floodplain conditions in the Puget Sound are more influenced by changes in land cover and land use than by climate change (FEMA 2010b). As such, there is little concrete guidance for how to interpret BAS in determining and mapping future floodplain conditions locally. General agreement is that it is most important to capture future conditions for smaller streams that are in or near areas that are likely to urbanize, such as in or near a city or its urban growth area (UGA).

FEMA recommends that communities evaluate changes to the base flood from expected future watershed development based on the development patterns laid out in their local long range land use plans. At the request of a community and with the approval of FEMA, FIRMs, and Flood Insurance Study reports may include, for informational purposes, flood hazard areas based on projected- or future-conditions hydrologic and hydraulic analyses (FEMA 2019).

7.3.1.3 Channel Migration Zones (CMZ)

Channel migration is a natural geologic process, which describes how a stream or river channel moves over time. Streams and rivers may change course or migrate through a variety of factors, such as erosion and deposition of sediments, which alter their geology, geometry, and functionality. As streams and rivers change course, their potential hazards also change. While these processes normally occur over long periods of time, quick avulsions in a single storm, flooding, or human influences can

rapidly affect the speed at which a channel changes course or migrates over time (Rapp and Abbe 2003).

In unconfined valleys of Western Washington, lateral channel migration is the primary physical process that creates biodiversity on floodplains. This channel migration also presents a hazard to adjacent communities and infrastructure. These costs and benefits of channel migration make it a central consideration in floodplain management and restoration. The Washington State Shoreline Master Program (SMP) Guidelines require counties to identify the general location of CMZs as part of the shoreline planning process. Managing development within the CMZ allows for the occurrence of fluvial processes, maintains channel complexity and habitat diversity, and reduces potential damage to infrastructure within hazardous areas (Ecology 2014). Ecology has developed tools to guide identification of CMZs from basic planning level assessments to detailed project level assessments (Rapp and Abbe 2003, Legg and Olson 2014, Legg et al. 2014, Olson et al. 2014, Legg and Olson 2015).

Potential CMZs have been identified and mapped throughout Clark County (Clark County 2010). Stream and river reaches are identified as having a Moderate-Low, Moderate, Moderate-High, and High potential for channel migration based on review of existing data. In some cases, field checks were performed on streams that WDFW thought had migrated. Existing relevant data used in this analysis include channel characteristics, such as confinement and gradient; geographic information system soils and geology data; aerial photographs; maps; light detection and ranging (LIDAR); and/or spatial and temporal data (Clark County 2010). Streams that have High CMZ ranking within Vancouver or its UGA are predominantly Salmon Creek and some parts of Burnt Bridge Creek.

7.4 SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

Vancouver's frequently flooded areas ordinance (VMC 20.740.120) is generally consistent with state (RCW 86.16) and federal NFIP requirements for flood control and protection. VMC 20.740.120 identifies regulated flood hazard areas, provides procedures for development permits, review, and enforcement, and floodproofing requirements.

Vancouver could also consider the future flow floodplain at buildout, the potential effects of climate change, and the effects of increasing impervious surfaces when designating and frequently flooded areas (WAC 365-190-110).

Recommendation: Require, or at a minimum encourage, consideration of future conditions during investigation of base flood elevation. Updated standards could reference available guidance for future conditions (FEMA 2010b, FEMA 2013, FEMA 2019), Washington RiskMAP program (Ecology 2022a) or other more useful and applicable methods that may become available in the future.

Clark County’s approach to classification and definition of CMZs is consistent with approaches described in literature on CMZ mapping. Map 27 in the Clark County (2010) Shoreline Inventory and Characterization Report, which shows the potential CMZs, is incorporated by reference in VMC 20.740.120 and development in the CMZ is regulated similar to a SFHA that is not the floodway. The determination of what land use is allowed within different parts of the CMZ is based upon a policy decision rather than a science-based determination, and therefore not restricted by BAS criteria. Jurisdictions, such as King County and Pierce County, regulate severe risk CMZs as floodways.

Recommendation: Consider regulating severe risk CMZs as floodways, where new development is generally not allowed.

8.0 FISH AND WILDLIFE HABITAT CONSERVATION AREAS

Fish and wildlife habitat conservation areas are the various highly productive and diverse ecosystems that provide resources and functions necessary for fish and wildlife and the surrounding human populations. These critical area functions include, but are not limited to, the protection of sensitive species, water quality, and bank stability, and the provision of corridors for movement between habitat and of habitat for foraging, nesting, overwintering, rearing, escape, and cover. These areas also benefit local communities by providing water quality improvements and protection from flooding, and financial opportunities related to recreation, tourism, and education, among others. BAS indicates that the identification and characterization of these areas, and providing protective measures such as buffers for them, is critical to maintaining the functions and values they provide. This report relies primarily on WDFW management recommendations, which are a consolidation of scientific literature and information on the importance of various habitats.

8.1 IDENTIFICATION AND CLASSIFICATION

The following fish and wildlife habitat conservation areas are applicable to the city and must be considered for classification and designation per WAC 365-190-130:

- a) Areas where endangered, threatened, and sensitive species have a primary association, including federal and state species (WDFW priority habitats and species, including riparian habitat areas) and state priority habitat areas associated with state priority species.
- b) Habitats and species of local importance, as determined locally; including heritage tree sites within the city.
- c) Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat.
- d) Waters of the state:
 - Type S waters are all waters, within their bankfull width, as inventoried as “shorelines of the state” under RCW Chapter 90.58 and the rules promulgated pursuant to Chapter 90.58, including periodically inundated areas of their associated wetlands. Type S shorelines are regulated under the city’s shoreline

master program (1974) that the City is currently updating. The Columbia River and Washougal River within the city are Type S waters.

- Type F waters are segments of natural waters that are not classified as Type S waters and have a high fish, wildlife, or human use. These are segments of natural waters and the periodically inundated areas of their associated wetlands. Gibbons Creek is an example of a Type F water within the city.
 - Type Np waters are all segments of natural waters within defined channels that are perennial non-fish habitat streams. Perennial streams are waters that do not go dry at any time of a year of normal rainfall. However, for the purpose of water typing, Type Np waters include the intermittently dry portions of the perennial channel below the uppermost point of perennial flow.
 - Type Ns waters are all segments of natural waters within defined channels that are not Type S, F, or Np waters. These are seasonal, non-fish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a Type Np water. Type Ns waters must be physically connected by an aboveground channel system to a Type S, F, or Np water.
- e) Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.
- f) State natural area preserves, natural resource conservation areas, and state wildlife areas.

The fish and wildlife habitat conservation areas described above have been identified by the WAC for their intrinsic value and because they contribute to the state's biodiversity. This review addressed the BAS regarding the functions and values of these habitat conservation areas and the measures recommended to protect them. Each of the fish and wildlife habitat conservation areas noted above that are present within the city are important to various ecosystems. For example, riparian areas cover a relatively small area but they support a higher diversity and abundance of fish and wildlife than any other habitat (Rentz et al. 2020). Riparian areas also support a significant number of threatened, endangered, sensitive, and priority species, and directly influence instream habitat; therefore, protecting riparian areas is directly linked to several fish and wildlife habitat conservation areas listed above (i.e., waters of the state). Protecting riparian habitat areas meets several of the goals and policy recommendations of WAC 365-190.130 Fish and Wildlife Habitat Conservation Areas. The BAS regarding the protection of riparian habitats is discussed below.

Additionally, areas associated with federally listed threatened, endangered, sensitive, and candidate species are determined by the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA) Fisheries. Areas associated with state-listed threatened, endangered and sensitive species are determined by WDFW. Determinations of state and federally listed species are made (by mandate of the WAC and ESA, respectively) solely on the basis of the best scientific and commercial data available. Thus, the protection of these species, by nature of their designation, is rooted in BAS. Furthermore, both the USFWS and NOAA Fisheries have developed rigorous species assessments in order to collect data

about a given species. The data includes, but is not limited to, information about the life history, biology, population structure and abundance, and threats and vulnerability to the species. In addition to aiding in the determination of species listings, the information collected in these assessments is used to support and advise on policy and management recommendations. As their designations and protection are rooted in BAS, these species are not discussed in detail in this report.

8.2 BEST AVAILABLE SCIENCE FOR FISH AND WILDLIFE HABITAT CONSERVATION AREAS

8.2.1 Riparian Areas

Riparian areas are situated adjacent to aquatic habitat and are transitional areas that contain elements of both aquatic and upland ecosystems, which mutually influence each other.

Functions provided by riparian areas include water quality, streambank stabilization, maintaining moist and mild microclimates and cool stream temperatures, nutrient cycling/inputs, and flood control. Riparian areas also offer multilayered habitat structure and complexity that provide habitat for breeding, rearing, forage, cover, escape, and migration, and habitat connectivity between aquatic and terrestrial habitats. Functioning riparian habitat is essential for a number of threatened, endangered, sensitive, and priority species, including salmon and steelhead, reptiles and amphibians, cavity nesting birds, and migratory birds, among others (Rentz et al. 2020). While protecting these areas can be controversial and restrict the development potential of private and public property, on the other hand, limiting development in riparian areas can benefit humans by protecting water quality in streams and rivers used as drinking water and can promote healthy fish populations that are a source of food for people.

WDFW's *Management Recommendations* indicates that the protection of riparian habitat may yield the greatest gains for fish and wildlife (and by extension humans) while involving the least amount of area, when compared to other habitats, because riparian habitat:

- covers a relatively small area yet supports a higher diversity and abundance of fish and wildlife than any other habitat;
- provides important fish and wildlife breeding habitat, seasonal ranges, and movement corridors;
- is highly vulnerable to alteration; and
- has important social values, including water purification, flood control, recreation, and aesthetics.

Approximately 85 percent of Washington's wildlife species have been known to use riparian habitat associated with rivers and streams (Thomas 1979). Many of these species are dependent on riparian areas for at least one stage in their life cycles, while others may use riparian areas only occasionally or to move between habitats

(O’Connell et al. 1993). Reptiles, amphibians, cavity nesting ducks and other waterfowl, beaver, otter, and great blue heron are examples of species that rely almost exclusively on riparian area habitats and their proximity to water, and mild microclimates for breeding, nesting, rearing, forage, and cover. Other species, such as migratory birds, rely on these highly productive habitats as stopover locations during seasonal migration, or as breeding and rearing habitat before or after migration, and thus may be present only during specific seasons (Andelman and Stock 1994).

Riparian areas are linked by definition to instream fish habitat and support its functions for fish. Seventy-seven species of fish inhabit freshwater in Washington for all or a portion of their lives (Wydoski and Whitney 1979), including ESA-listed salmon and various other native aquatic species. Riparian areas provide a number of physical, chemical, and biological processes for instream habitats, including maintaining appropriate water temperatures; stabilizing stream channels and banks; providing inputs of large woody debris (LWD); regulating stream velocity; storing, conserving, and purifying water; providing nutrient inputs and cycling; and providing and maintaining migratory habitat (Cummins 1974, Harmon et al. 1986, Beschta 1978, Sullivan et al. 1987, Meehan and Bjornn 1991, Swanston 1991). LWD inputs from riparian areas provide complex stream structure, including pools and riffles, and cover for hiding and escape. Side channels, backwater wetlands, and floodplains also provide invaluable rearing, hiding, cover, and escape habitat for juvenile salmon.

Riparian areas are not just valuable as fish and wildlife habitat, they provide important water quality, flood control, recreation, and aesthetics functions for people as well. Functioning riparian areas can filter 40 to 90 percent of organic debris and environmental pollutants from surface water before the pollutants enter stream channels (Lowrance et al. 1984, Rhodes et al. 1985). The natural water quality functions provided by riparian areas can reduce the contamination, and ease our reliance on water quality treatment facilities. When flood waters move through riparian areas, vegetation acts to slow stream water velocity, and the slowed flood waters deposit sediment loads, and infiltrate soils. Because functioning riparian areas retain flood waters and reduce their velocity and erosive forces, these areas protect downstream communities from flooding and stream bank erosion, and minimize flood damage to structures and other assets such as cropland (Griggs 1984, Roseboom and Russell 1985, Booth 1991). In addition to their preventive functions for people (water quality and flood prevention), riparian areas also provide financial benefits by supporting recreational opportunities for hunting and fishing (Theurer et al. 1985). Other recreational activities supported by functioning riparian habitat include hiking, bird watching, camping, and tourism (Knutson and Naef 1997).

8.2.2 Priority Habitats and Species

8.2.2.1 Biodiversity Areas and Corridors

Biodiversity areas and corridors are areas of habitat that are relatively important to various species of native fish and wildlife. WDFW’s mapping tool for priority habitats and species (PHS) identifies a biodiversity area within the City associated with Burnt Bridge Creek. Biodiversity areas that have been identified as biologically

diverse through a scientifically based assessment conducted over a landscape scale (e.g., ecoregion, countywide or citywide, watershed, etc.). These areas could also be within a city or a UGA and contain habitat that is valuable to fish or wildlife and is mostly comprised of native vegetation. Relative to other vegetated areas in the same city or UGA, the mapped area is vertically diverse (e.g., multiple canopy layers, snags, or downed wood), horizontally diverse (e.g., contains a mosaic of native habitats), or supports a diverse community of species as identified by a qualified professional who has a degree in biology or closely related field and professional experience related to the habitats or species occurring in the biodiversity area. These areas may have more limited wildlife functions than other priority habitat areas due to the general nature and constraints of these sites in that they are often isolated or surrounded by highly urbanized lands (WDFW 2008).

Corridors are areas of relatively undisturbed and unbroken tracts of vegetation that connect fish and wildlife habitat conservation areas, priority habitats, areas identified as biologically diverse, or valuable habitats within a city or UGA (WDFW 2008).

8.2.2.2 Oregon White Oak Woodlands

Oregon white oak (*Quercus garryana*) is Washington's only native oak. WDFW's PHS mapping tool identifies several areas of Oregon white oak in the city. Although limited and declining, oaks and their associated floras comprise distinct woodland ecosystems. The various plant communities and stand age mixtures within oak forests provide valuable habitat that contributes to wildlife diversity statewide. In conjunction with other forest types, oak woodlands provide a mix of feeding, resting, and breeding habitat for many wildlife species. More than 200 vertebrate and a profusion of invertebrate species use Washington's oak woodlands. Some species occur in especially high densities, whereas others are not typically found in Washington. Oaks provide habitat for species that are state listed as Sensitive, Threatened, Endangered, or candidates for these listings (Larsen and Morgan 1998).

"Priority Oregon white oak woodlands are stands of pure oak or oak/conifer associations where canopy coverage of the oak component of the stand is $\geq 25\%$; or where total canopy coverage of the stand is < 25 percent, but oak accounts for at least 50 percent of the canopy coverage present. The latter is often referred to as an oak savanna. In non-urbanized areas west of the Cascades, priority oak habitat is stands 0.4 hectare (1 acre) in size. In urban or urbanizing areas, single oaks, or stands of oaks < 0.4 hectare (1 acre), may also be considered priority habitat when found to be particularly valuable to fish and wildlife (i.e., they contain many cavities, have a large diameter at breast height, are used by priority species, or have a large canopy)" (Larsen and Morgan 1998).

Oregon white oak woodlands are used by an abundance of mammals, birds, reptiles, and amphibians. Many invertebrates, including various moths, butterflies, gall wasps, and spiders, are found exclusively in association with this oak species. Oak/conifer associations provide contiguous aerial pathways for animals such as the State Threatened western gray squirrel, and they provide important roosting, nesting, and

feeding habitat for wild turkeys and other birds and mammals. Dead oaks and dead portions of live oaks harbor insect populations and provide nesting cavities. Acorns, oak leaves, fungi, and insects provide food. Some birds, such as the Nashville warbler, exhibit unusually high breeding densities in oak. Oaks in Washington may play a critical role in the conservation of neotropical migrant birds that migrate through, or nest in, Oregon white oak woodlands (Larsen and Morgan 1998).

The decline of Oregon white oak woodlands has been accelerated by human activities—primarily oak removal. Conifer encroachment is a significant threat to remaining oaks, particularly on the west side of the Cascades and in portions of the Columbia Gorge, and is aggravated by urban development, fire suppression, timber conversion, and cattle grazing. Grazing is a primary use of oak woodlands and reduces species richness of ground cover, increases soil moisture, compacts soils, and disturbs sod, all of which may promote conifer growth and encroachment west of the Cascades. East of the Cascades, these pressures may also affect oak woodlands. In addition, the selective harvest of east-side conifers is detrimental to those wildlife species that depend on mixed oak/conifer associations. Fire suppression has also contributed to the decline of Oregon white oak woodlands. Natural fires and those intentionally set by Native Americans historically played a paramount role in oak forest ecology, especially natural oak regeneration. Frequent low-intensity fires curbed conifer encroachment, controlled stand density, and initiated oak sprouting. Today, managed burning can help restore degraded oak habitat (Larsen and Morgan 1998).

8.3 SCIENCE OF IMPACTS AND MITIGATION

8.3.1 Riparian Ecosystems

The scientific literature supports the importance of riparian ecosystems and the importance of maintaining riparian vegetation to support stream channel stability and the longitudinal, lateral, and vertical connectivity to quality fish and wildlife habitat. Management of riparian areas should regulate all land use activities that affect riparian ecosystems to ensure that the existing functions and values are protected from development. Land use impacts include impacts from forestry, road infrastructure, agriculture, urbanization, and stream channel modification. These impacts can affect important stream and riparian ecosystem components that create diverse habitats including large wood recruitment, nutrient inputs, diverse stream channel morphology (i.e., riffles, pools, runs, etc.), stream temperature regulation, groundwater recharge, pollutant removal, filtering of sediment and nutrients, etc.

Large Wood

Impacts from land uses, including forestry, agriculture, and urbanization affecting riparian forests, remove riparian forests and can lead to a reduction in the availability of large wood to fish bearing streams. Riparian forest management is key to conservation of fish habitats in forested areas in Washington.

Stream Temperature

Studies have clearly shown that a reduction of stream shade from vegetation removal results in warmer summer stream temperatures (Sridhar et al. 2004; Allen et al. 2007).

The type and condition of riparian vegetation plays an important role in the amount of solar radiation reaching a stream's surface. Management of vegetation in riparian areas can affect stream temperatures, which impacts fish, amphibians, and invertebrate populations and survival. Fish can be sensitive to altered thermal regimes, especially salmonids, which can be sensitive to high water temperatures and have a narrow thermal tolerance (Farrell et al. 2008; Eliason et al. 2011; Ayllon et al. 2013).

Pollutant Removal

Riparian buffers help reduce the flow of pollutants to aquatic ecosystems with removal functions depending on the complex interactions between vegetation, soil, and hydrology. Because of the variability between vegetation, soil, and hydrology, as well as spatial and temporal variability, pollutant removal functions can vary greatly between and within riparian sites. This variability can make management decisions regarding riparian buffer width difficult to determine, as there has been no widely accepted recommendations on buffer width. Desired pollutant removal outcomes should be based on:

1. Factual information regarding the anticipated impacts or outcomes of policy options (i.e., science);
2. An understanding of stakeholders' priorities and preferences (i.e., values); and
3. A process for using science and values to explore tradeoffs amongst policy options (Wilhere and Quinn 2018).

Filtering of Sediment and Nutrients

Riparian areas provide filtration for sediment and crucial sources and sinks for organic matter and nutrients for streams. Riparian areas are important areas that facilitate the movements of nutrients between upland areas and streams. Impacts to riparian areas that result in a physical disconnection or degradation of the integrity of the riparian area function will negatively affect the ability of the riparian area to provide filtering or removal of sediment and nutrients.

8.3.1.1 Management Recommendations

Generally, recommendations include limiting or restricting activities that may affect riparian areas negatively; examples include tree and vegetation removal, road building, agriculture and grazing, and clearing and earth moving for development (Knutson and Naef 1997). There is limited specific information regarding the level of development or activity a riparian area can withstand, and while they provide similar functions, all riparian areas are different, and support different communities of species; therefore, WDFW recommends a conservative approach to riparian habitat protection. To protect the functions and values of riparian areas, WDFW recommends designating riparian areas that are wide enough to allow proper functioning of riparian and aquatic ecosystems, including protection of instream habitat through temperature and sediment control, preservation of fish and wildlife habitat, and connectivity between aquatic, riparian, and upland habitats. The goal of this recommendation is to protect the full range of riparian functions, not just instream habitat by buffering adjacent, more upland uses. WDFW-published literature showed

that widths recommended for riparian management zones (RMZs) that protect the full range of ecological functions necessary to support fish and wildlife is estimated by one 200-year site potential tree height (SPTH₂₀₀). The RMZ in areas of the state that currently or historically supported forests (i.e., Vancouver) is defined as the distance of one SPTH, where the SPTH₂₀₀ is the average maximum height attained by dominant trees at 200 years of age, measured from the edge of the active channel or CMZ, whichever is wider. The RMZ describes the area that has the potential to provide full riparian function, regardless of its current conditions. Measuring the RMZ width at the outer edge of the CMZ ensures that when the stream migrates, it will still be adjacent to the zone of influence that can provide riparian function (Rentz et al. 2020).

The RMZ is a scientifically based description of the area adjacent to rivers and streams that has the potential to provide full functions based on the SPTH₂₀₀ conceptual framework (Rentz et al. 2020). WDFW notes that most riparian areas in forested ecoregions the SPTH₂₀₀ is 100 feet or greater, and so the RMZ is delineated using one SPTH₂₀₀. However, if the SPTH₂₀₀ is less than 100 feet, WDFW recommends that the RMZ be delineated based on the pollution removal function, which is considered a minimum of 100 feet because this distance will achieve 95 percent or more removal efficacy of phosphorous, sediment, and most pesticides (Rentz et al. 2020).

Current site conditions should always be considered when reviewing regulations, with the ultimate goal of maintaining remaining riparian functions. Additional management recommendations include improving functions through voluntary restoration, and maintaining and enhancing connectivity laterally along the stream. Areas closer to the stream provide the greatest conservation benefit and should be prioritized for preservation, replanting, or restoration. Using low impact development techniques to better manage stormwater, and adopting a stormwater design manual equivalent to Ecology's most current version of Stormwater Management Manual for Western Washington are also recommended (Rentz et al. 2020).

To aid with site-specific RMZ delineation, WDFW created an internet-based mapping tool that reports recommended widths for RMZs statewide based on SPTH₂₀₀. The tool also notes instances where a 100-foot RMZ should be applied to support the pollution removal function. Appendix 1 of the management recommendations provides guidance on how to use these interactive maps. The guidance notes that in highly altered areas where soil data are not available, it may be necessary to estimate SPTH₂₀₀ values based on nearby soils.

8.3.1.2 Mitigation

A near consensus of scientific opinion holds that the most effective and reliable means of maintaining viable self-sustaining fish, especially salmon, is to maintain/restore ecosystems to conditions that resemble or emulate their historical range of natural variability (Swanson et al. 1994; Reeves et al. 1995; Bisson et al. 2009). This opinion is based in part on the complexity of processes that affect the expression of habitats over time and space.

The following steps in the mitigation sequence according to the implementing rules of SEPA (Chapter 197-11-768 WAC) would apply to riparian areas:

- Avoiding the impact altogether by not taking a certain action or parts of an action;
- Minimizing impacts by limiting the degree or magnitude of the impacts;
- Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
- Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and/or
- Monitoring the impact and taking appropriate corrective measures.

8.3.2 Priority Habitat and Species

WDFW's PHS list is periodically updated and includes species and habitats for which special conservation measures should be taken. The PHS list explains why each priority habitat and species is on the list, shows which counties have that species or habitat, and provides links to PHS management recommendations. Cities and counties use the PHS list when designating and protecting Fish and Wildlife Habitat Conservation Areas under the GMA and SMA.

8.3.2.1 Oregon White Oak Woodlands Management Recommendations

WDFW's *Management Recommendations* for Oregon white oak woodlands are designed to maintain and enhance the integrity of Oregon white oak woodlands, reverse the trend of oak habitat loss, and promote the protection of oak habitat that is presently in good condition. Oaks west of the Cascades and in wetter sites along the Columbia Gorge should be cut only for stand enhancement. Replacing the wholesale removal of mixed oak/conifer stands with selective cutting would reduce fragmentation and conifer encroachment, and it would benefit structural and vegetative species diversity within oak forests. Encroaching conifers within oak groves should be thinned, and conifers adjacent to these stands should be retained for wildlife. An alternative to removing trees is to leave them standing as snags (Larsen and Morgan 1998).

Specific recommendations include the following:

- Do not cut Oregon white oak woodlands except for habitat enhancement.
- Allow only early spring, low-impact cattle grazing.
- Allow low-impact recreation (hunting, fishing, hiking, and mushroom and acorn collecting).
- Selectively harvest individual oaks to improve stand age-class and structural diversity.

- Thin encroaching conifers in oak woodlands west of the Cascades and along the Columbia Gorge; do not remove conifers from mixed stands east of the Cascades.
- Retain large, dominant oaks and standing dead and dying trees.
- Create snags when thinning oaks or conifers instead of removing trees.
- Leave fallen trees, limbs, and leaf litter for foraging, nesting, and denning sites.
- Retain contiguous aerial pathways.
- Conduct prescribed burns where appropriate.

8.4

SUMMARY EVALUATION OF EXISTING ORDINANCE AND RECOMMENDATIONS

The City should update the Fish and Wildlife Conservation Areas section (VMC 20.740.110) of their development code based on the current RCWs and WACs, including (1) revising the definition of fish and wildlife habitat conservation areas to be consistent with the State's definition, (2) add language to the existing ordinance that addresses priority habitat and species and their associated management recommendations (i.e., habitat associated with listed species, oak woodlands, biodiversity areas, etc.), (3) add language to the existing ordinance that addresses changes in how riparian management areas are determined and protected, and (4) add conservation and protection measures that preserve or enhance anadromous fish and their habitat important for all life stages.

Specific recommendations by WDFW associated with riparian management areas for urban riparian ecosystems include the following (Rentz et al. 2020):

- Update riparian area widths to meet WDFW guidance.
- Delineate urban RMZs to protect what areas remain and to highlight lost or degraded areas to target for restoration.
- Quantify current conditions, with a goal of maintaining and improving functions through regulatory and voluntary means.
- Identify and prioritize restoration opportunities and projects within the RMZ
 - Protect riparian functions that remain, especially in places that are relatively high functioning; implement actions that enhance degraded functions
 - Prioritize opportunities to maintain and restore in-stream and riparian connectivity.
 - Adopt a stormwater design manual equivalent to Ecology's most current manual for western Washington
 - Manage stormwater by adopting Ecology's latest manual regarding LID for new development, redevelopment and retrofit projects.
- When replacing or removing existing infrastructure within an RMZ:
 - Map RMZ to pinpoint the best sites to restore – consider connectivity and adjacency to other priority habitats;
 - Improve aquatic connectivity by replacing culverts and removing barriers to movement;

- Revegetate with native plants and consider improvements for wildlife by integrating structures necessary for nesting, breeding and foraging;
- As infrastructure is remodeled or replaced, incorporate additional setbacks for streams;
- Control access to RMZ to limit soil compaction; and
- Avoid operating equipment near the stream to reduce sedimentation and soil compaction; and avoiding using chemicals in the RMZ that are not approved for use there by Ecology.

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APPENDIX A

DRAFT CRITICAL AREAS MAPS

APPENDIX B

BEST AVAILABLE SCIENCE SOURCES

RESEARCH SOURCES

Wetlands

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PFAS Management Plan

Tyler Clary

Engineering Program Manager
Public Works



Agenda

- What are PFAS
- Regulation and results
- City response
- Management Plan



State and EPA Regulation Levels

PFAS Contaminant	WA SALs 2022 (ppt)	Water Stations Exceeding	EPA Proposed MCL 2023 (ppt)	Water Stations Exceeding
PFOA	10	WS14	4	WS1,3,4,8,9,14,15
PFOS	15	WS4,8,9,14,15	4	WS1,3,4,7,8,9,14,15
PFHxS	65	-	9	-
PFNA	9	-	10	-
PFBS	345	-	2000	-
GenX	-	-	10	-

Ellsworth WS below WA SALs and EPA proposed MCLs

PFAS Response

- Treatment Design and Cost Estimates
- PFAS Source Investigation
- Communications
- Adjusted Ops
- Pilot Testing
- Funding
- Water Rights
- Legal



A QUARTERLY NEWS UPDATE FOR THE COMMUNITY JULY 2023 | VOLUME 1 | ISSUE 1

Introducing your new city newsletter

These days information moves fast. While there are a lot of advantages to sharing information online, there are some things that deserve more than a tweet. This is why we've created a new newsletter to send information about City programs, services and initiatives directly to your home.

The newsletter will be mailed to you once a quarter if you live in Vancouver or live outside city limits and receive some of your municipal services from the City. You can watch for the next issue later this fall.

The newsletter is also available in Spanish, Vietnamese, and Chinese. You can scan the QR code at the bottom of this page to read them. Please let us know if you would like the newsletter translated into a different language. We hope you enjoy the newsletter. If you have any questions, you can send them to Laura Sheppard@cityofvancouver.us.

PFAS and water quality: why it matters

Protecting public health and providing a safe water supply is a top priority for the City of Vancouver. To that end, we are monitoring, researching and planning how to resolve the challenge of PFAS in our water supply.

What are PFAS?

You've probably heard of "forever chemicals." Often, this term refers to per- and polyfluoroalkyl substances (PFAS) that have been used since the 1940s in many water-resistant, stain-repellent and non-stick products such as outdoor clothing, carpeting, upholstery, non-stick cookware, food packaging and other common household products.

Like many communities, Vancouver has been monitoring and testing for these human-made chemicals in our water supply, and here's what we've found.

Spring testing

Earlier this year, we shared the results of PFAS testing with the community. We've recently conducted another round of testing and detected PFAS above the State Action Levels (SAL) for optimal health.

The City's extensive water system has 40 wells located at nine wellfields across the community. The latest testing completed in

late May showed that one sample result exceeded the SAL for PFAS contaminants. Those results occurred at one of the City's nine wellfields, Water Station 14 (see table below).

Testing results from late May show only one water station above State Action Levels*

Water Station	PFOS Result	PFOS SAL
Station 14	18 ppt**	15 ppt**

*View all testing results using the QR code at right.
**ppt=parts per trillion (1 ppt is equivalent to a single drop of water in 20 Olympic-sized swimming pools)

This does not mean that you will get sick or have health problems when you drink or use the water. Risks accumulate over long-term exposure, and water isn't the only potential source for exposure.

If you are concerned about long-term exposure, pregnant, nursing or have an infant who consumes formula mixed with tap water, you can learn how to reduce PFAS exposure at the Clark County Public Health website.

What we're doing about PFAS

As we work on a PFAS Management Plan, we are taking action by:

- **Evaluating treatment options:** Water quality engineers are testing four different treatments to determine which is the most effective at removing PFAS from our water supply. Results will determine the full-scale treatment system design.
- **Identifying the source:** Engineers and hydrogeologists are using groundwater modeling and sampling to determine potential sources of PFAS and the extent of PFAS in local groundwater.
- **Reducing costs:** The City is pursuing grants and loans to reduce ratepayer impacts. We've already received \$12.8 million in funding through the State Revolving Fund program to help finance the first treatment system installation.

Scan the QR code with your phone's camera or visit cityofvancouver.us/pfas to learn more about PFAS and view all sampling results.



PFAS do not break down easily and can remain in the environment, including groundwater, for a long time. That's why they're a top concern for water providers across the nation.

Products commonly containing PFAS include:



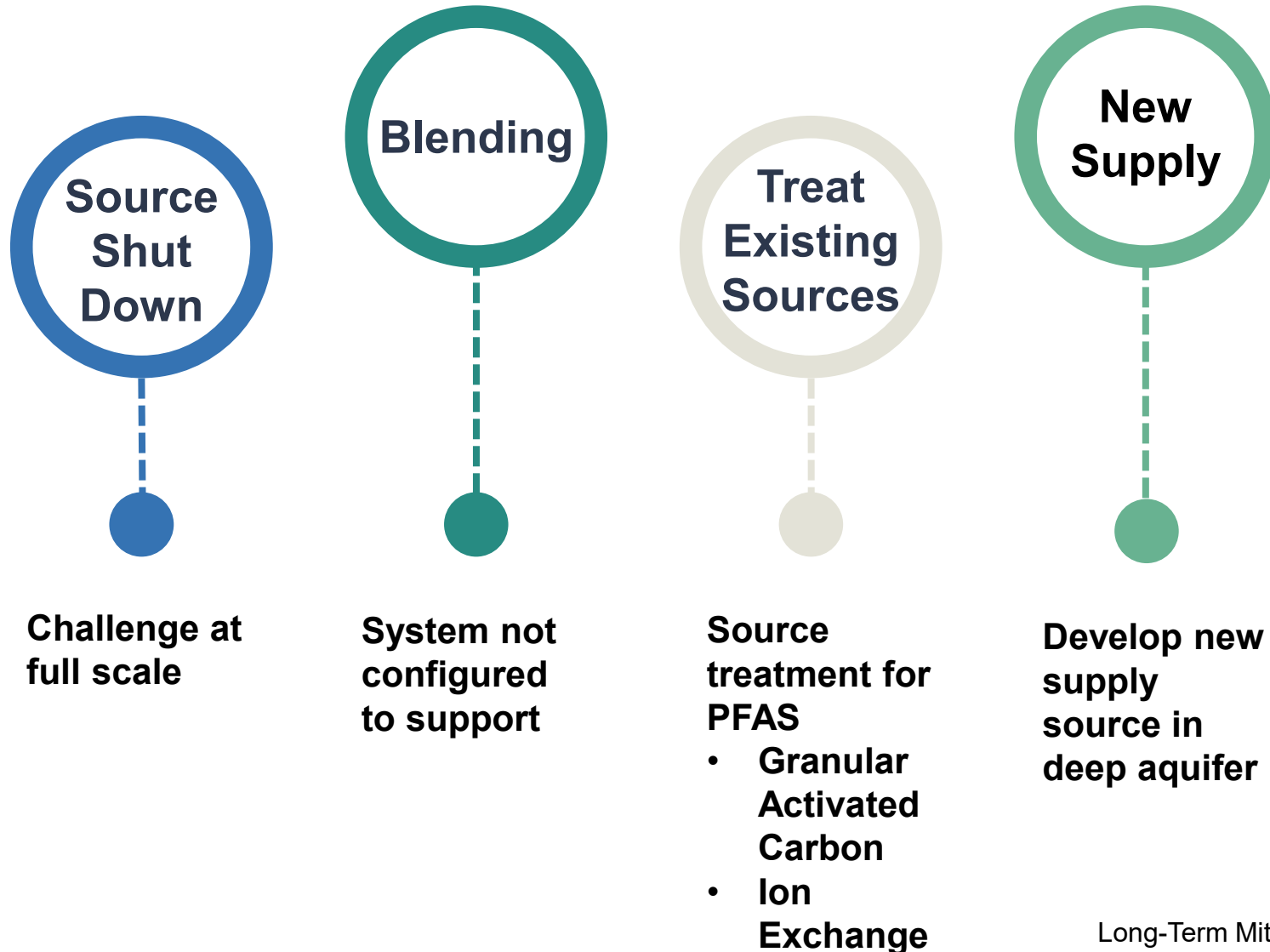
PFAS Management Plan

Key Objectives

- Evaluate long-term mitigation alternatives and update cost estimates
- Treatment goals
- Mitigation Implementation Schedule for Compliance
- Interim Measures

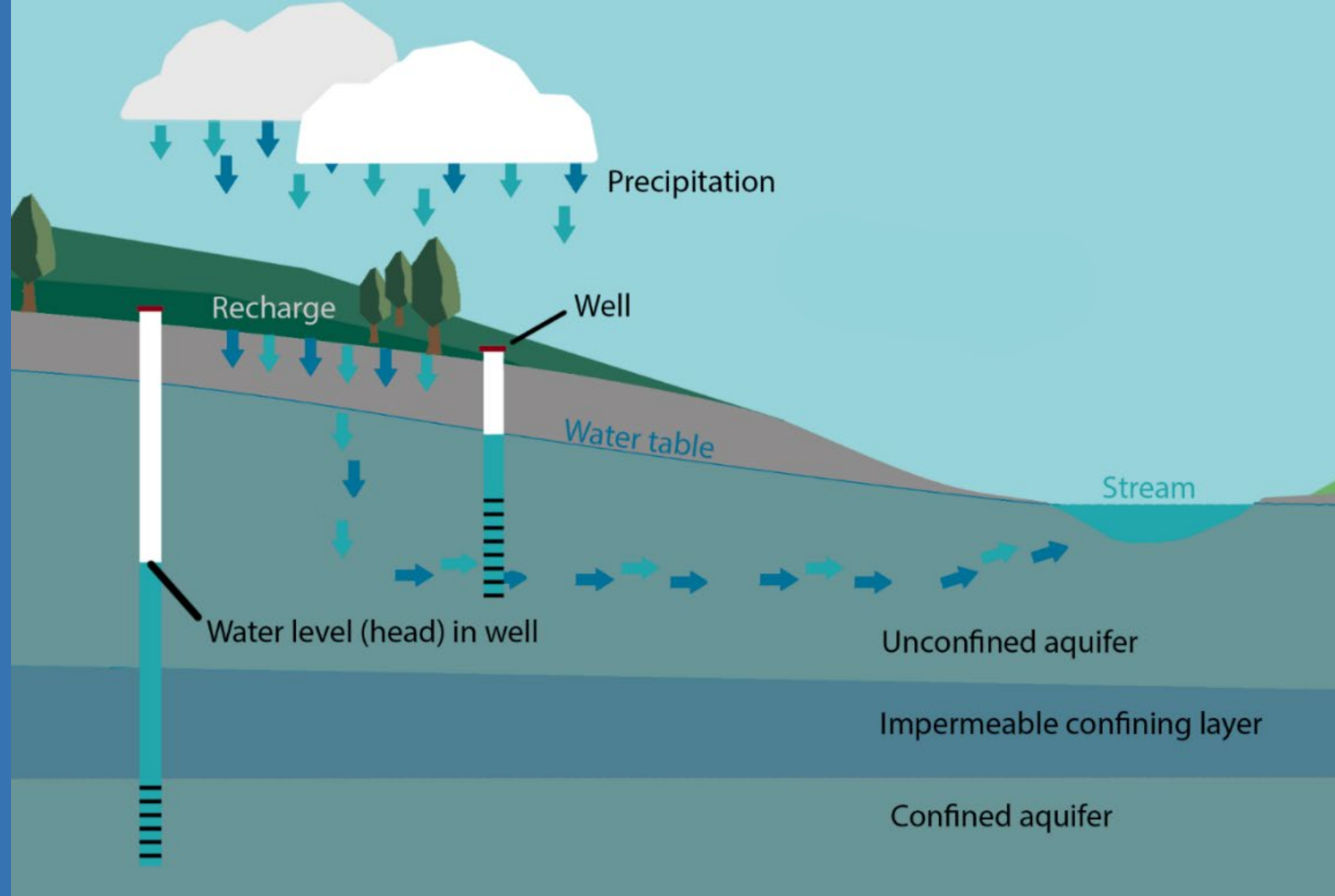


Long-Term Mitigation Alternatives



Clark County Aquifers

- Upper aquifer prolific, but higher risk to contamination
- Deep aquifer confined and lower risk



Mitigation Options

Stay in Upper Aquifer with PFAS Treatment	Develop New Source Deeper Aquifer
• Not only cost-based decision • Water availability • Time to implement • Wells already planned for replacement • Proposed plan • Most sites stay in the upper aquifer and treat to remove PFAS • WS 15 – deep aquifer • WS 8 – under evaluation	

Treatment Goals

Protect public health including sensitive populations

PFAS Compound	Proposed EPA MCL (ppt)	Proposed Treatment Target Goal (ppt)
PFOA	4	3
PFOS	4	3
PFNA	Hazard Index < 1.0	Hazard Index < 0.75
PFHxS		
PFBS		
GenX		

- Meet Maximum Contaminant Levels
- Ensure Operational Flexibility & Blending
 - Reduces treatment system size, cost
 - WS 1, WS 7

Mitigation Implementation

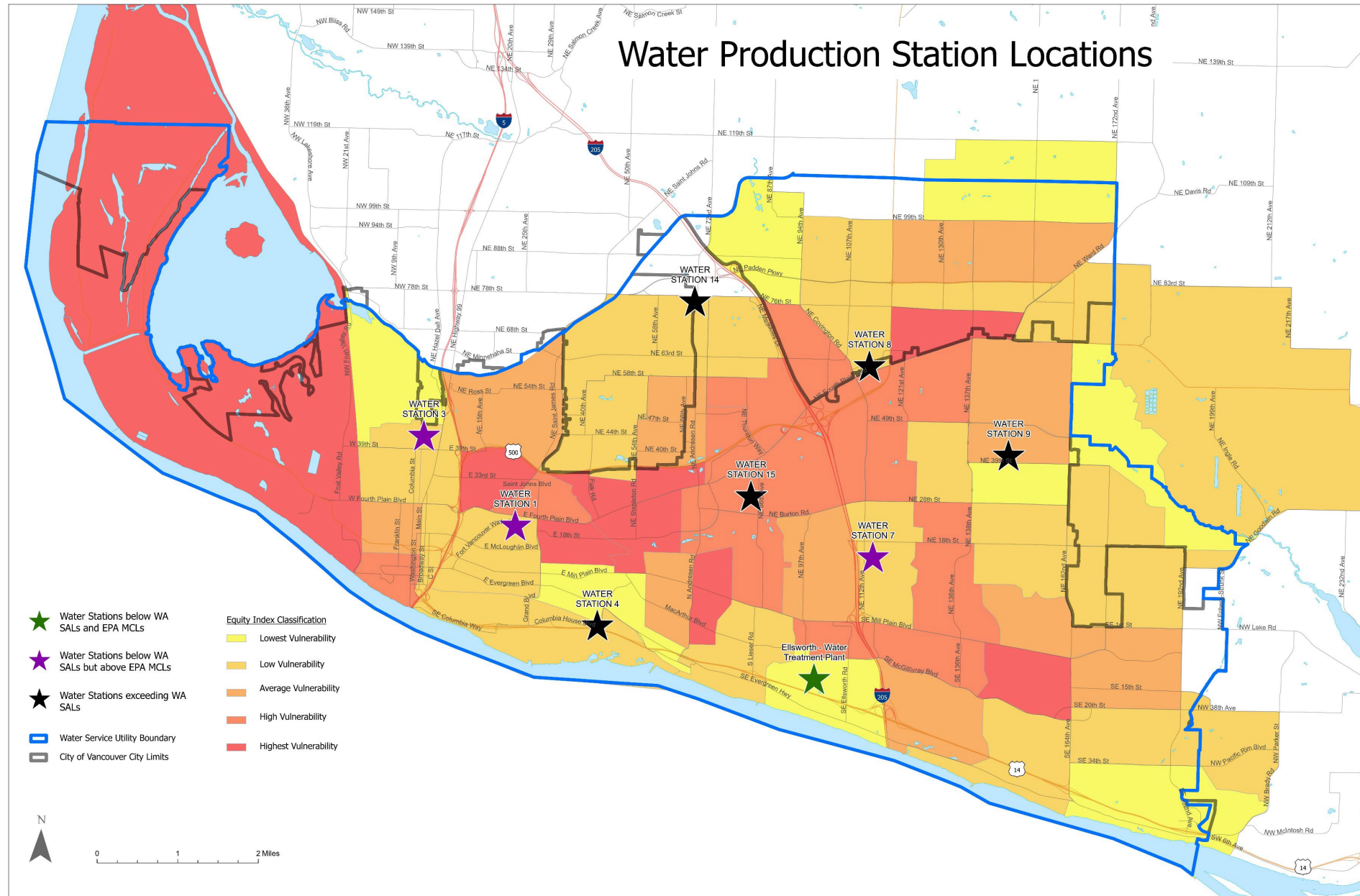
Order determined by

- PFAS concentration
- Loads to distribution
- Balance costs over regulatory implementation period
- Operational considerations
- Impact on vulnerable populations

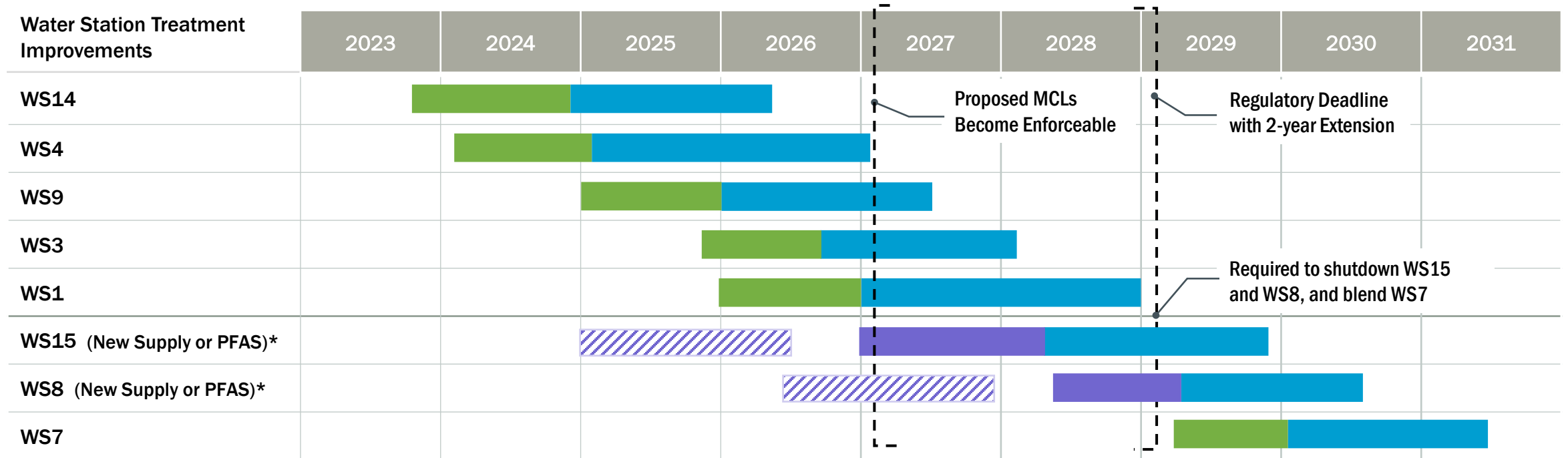
Water Stations Sorted by Average PFOS Levels					
Water Station	Average PFAS (ppt)				
	PFOS	PFOA	PFBS	PFHxS	PFNA
WS14	21.7	13.6	7.1	4.7	ND
WS4	18.8	7.6	4.5	5.7	0.5
WS15	17.4	4.9	5.0	4.7	ND
WS8	16.0	7.3	5.4	3.1	0.6
WS9	13.9	6.5	4.5	3.4	ND
WS3	9.3	3.3	4.3	5.6	ND
WS7	6.2	1.3	1.9	3.4	ND
WS1	4.4	2.7	3.0	4.2	ND
Ellsworth	ND	ND	ND	ND	ND

Table 5-2. Water Stations Sorted by Average Annual PFOS and PFOA Loading						
Water Station	PFOS Average (ng/L) ^a	PFOA Average (ng/L) ^a	Average flow (gpm)	PFOS Load (ppy) ^b	PFOA Load (ppy) ^b	Combined PFOS + PFOA (ppy) ^b
WS9	13.9	6.5	6,090	0.37	0.17	0.54
WS4	18.8	7.6	4,342	0.36	0.14	0.50
WS1	4.4	2.7	10,450	0.20	0.12	0.33
WS14	21.7	13.6	1,716	0.16	0.10	0.27
WS3	9.3	3.3	2,134	0.09	0.03	0.12
WS8	16.0	7.3	755	0.05	0.02	0.08
WS15	17.4	4.9	784	0.06	0.02	0.08
WS7 ^c	6.2	1.3	700	0.02	0.00	0.02

Water Production Station Locations



PFAS Mitigation Implementation Schedule



LEGEND: ■ PFAS Treatment Design ■ Construction ▨ Potential New SGA Well(s) Development ■ Iron/Manganese Treatment Design or PFAS Treatment Design

--- Proposed MCL timeline and regulatory deadline is subject to change based on finalization of the National Drinking Water Standard for PFAS.

* Site is a potential candidate for development of a new well supply from the deep aquifer, dependent on on-going water rights evaluation. WS15 is highly likely for SGA development.

Interim Mitigation Options



System-wide

- Shut down sources
- Blending



Customer Specific

- Point of use treatment
- Bottled water
- Rebate program
- Pilot treatment unit
- Water filling station

Interim Mitigation: Three Approaches

Rebate Program

Cost: \$3.5M projected (could change if desired)

Customer Participation: Required to apply

Staffing Required: Additional COV staff and time

Sentiment: Empowers customer to decide best option however, may not use for PFAS mitigation; could be difficult for apartments

Pitcher Filters

Cost: \$3.5M projected

Customer Participation: Required to apply

Staffing Required: Option to contract with vendor

Sentiment: Effective PFAS reduction with ease of product use

No Action

Cost: No additional

Customer Participation: NA

Staffing Required: None

Sentiment: May perceive negatively due to lack of short-term mitigation

Thank You

Questions

To learn more, visit www.cityofvancouver.us/PFAS



DRAFT

PFAS Management Plan

Prepared for
City of Vancouver
Vancouver, Washington
December 4, 2023

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This is a draft and is not intended to be a final representation
of the work done or recommendations made by Brown and Caldwell.
It should not be relied upon; consult the final report.



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List of Abbreviations

µg	microgram	PFHxS	perfluorohexane sulfonic acid
µg/L	micrograms per liter	PFNA	perfluorononanoic acid
BC	Brown and Caldwell	PFOA	perfluorooctanoic acid
CAF	Climate Action Framework	PFOS	perfluorooctane sulfonic acid
CIP	capital improvement project	POU	point-of-use
City	City of Vancouver	ppt	parts per trillion
Confluence	Confluence Engineering Group	PQL	practical quantitation limit
DOH	Washington Department of Health	Qi	instantaneous water rights
Ecology	Washington Department of Ecology	RFQ	request for qualifications
EPA	U.S. Environmental Protection Agency	ROE	Report of Examination
FEMA	Federal Emergency Management Agency	SAL	state action level
GAC	granular activated carbon	SGA	Sand and Gravel Aquifer
gpm	gallons per minute	SMCL	secondary maximum contaminant level
GSI	GSI Water Solutions	UCMR	Unregulated Contaminant Monitoring Rule
H2O	Help to Others Program	UCMR3	third round of the Unregulated Contaminant Monitoring Rule
HAL	health advisory level	UCMR5	fifth round of the Unregulated Contaminant Monitoring
hp	horsepower	WIFIA	Water Infrastructure Finance and Innovation Act
IBWA	International Bottled Water Association	WS	water station
IX	ion exchange	WTP	water treatment plant
L	liter(s)		
lb	pound(s)		
LIHEAP	Low Income Home Energy Assistance Program		
MCDA	multi-criteria decision analysis		
MCL	maximum contaminant level		
MCLG	maximum contaminant level goal		
mg	milligram(s)		
mgd	million gallons per day		
mg/L	milligram(s) per liter		
MRL	method reporting limit		
ND	non-detect		
ng/L	nanograms per liter		
NSF	National Sanitation Foundation		
O&M	operation and maintenance		
OSHG	onsite hypochlorite generation		
PFAS	per- and polyfluoroalkyl substances		
PFBS	perfluorobutanesulfonic acid		
PFHpA	perfluoroheptanoic acid		

Executive Summary

The City of Vancouver (City) has a robust water quality monitoring program that identifies potential impacts to the City's water system. This water quality monitoring program has included a proactive approach for monitoring per- and polyfluoroalkyl substances (PFAS) beyond regulatory requirements. Through that program, the City has detected PFAS concentrations in groundwater wells at or above the 2022 State of Washington state action levels (SAL) and above the Environmental Protection Agency's (EPA) 2023 proposed maximum contaminant level (MCL) for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA); two out of the 29 PFAS compounds monitored for from the broad family of PFAS. Given the detection of PFAS in the City's water system, the City has developed this PFAS Management Plan to outline the approach to manage PFAS in the drinking water supply and summarize actions the City is taking now.

The objective of this Plan is to lay out the City's implementation steps to achieve compliance with the proposed EPA PFAS MCLs. This plan outlines the steps the City will take to implement PFAS treatment or develop an alternative water source at affected water stations with levels above the proposed MCL. The proposed timeline is based on the anticipated finalization of the EPA's proposed regulation in December 2023, followed by a 3-year compliance window and a two-year extension to implement treatment at all impacted water stations.

Additionally, while there is no requirement for interim measures ahead of the compliance deadline, this Plan outlines proactive measures the City is exploring to provide the City's vulnerable population with options to reduce exposure to PFAS from drinking water as the City works to install large-scale PFAS treatment at specific water stations.

This Executive Summary provides an overview of the Plan as follows:

- PFAS Regulatory Considerations
- PFAS Sampling Results Summary
- Interim Measures to Reduce PFAS Exposure
- Approach to PFAS Management
- Path to Compliance

PFAS Regulatory Considerations

PFAS represent a group of thousands of synthetic chemicals that persist in the environment and are used in a variety of products ranging from fire-fighting foams to coatings on water-repellent fabrics, cookware, and to-go food containers (NIH, 2023). PFAS break down extremely slowly in the environment and are often referred to as "forever chemicals." There is evidence that chronic or long-term exposure to high levels of specific PFAS compounds over many years can have adverse effects on human health (EPA, 2023a).

Table ES-1 summarizes pertinent PFAS regulations, demonstrating how the PFAS limits have become more stringent over time with developments in the testing methods and toxicity research. In 2009, the Environmental Protection Agency (EPA) established health advisory levels (HAL) for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA). In 2016, the EPA released an updated HAL, which superseded the provisional HALs and set a combined HAL of 70 nanograms per liter (ng/L) for the sum of PFOA and PFOS. Since then, many states have set their own HALs, MCLs and state action levels (SAL), as a result of scientific data that has become available that

indicate negative health impacts may occur at lower levels of exposure. In January 2022, Washington's PFAS Rule went into effect and established SALs for five PFAS compounds. The SALs were developed by State toxicologists to protect particularly sensitive groups from the harmful health effects that result from long-term exposure to PFAS. In March 2023, the EPA proposed a National Primary Drinking Water Regulation to establish maximum contaminant levels (MCL) for PFAS compounds in drinking water (EPA, 2023b). In addition to developing proposed MCLs, the EPA also proposed health-based, non-enforceable maximum contaminant level goals (MCLG) for PFAS. Under the proposed regulation, PFOA and PFOS will be regulated as individual contaminants. Alternatively, PFHxS (perfluorononanoic acid), PFNA (perfluorononanoic acid), PFBS (perfluorobutanesulfonic acid), and GenX (hexafluoropropylene oxide dimer acid [HFPO-DA]) was proposed to be regulated as a mixture, referred to as the Hazard Index.

Table ES-1. Pertinent PFAS Advisories and Proposed Regulations (ng/L)

PFAS	2009 Provisional HAL	2016 EPA HAL	2022 EPA HAL	2022 Washington SAL	2023 Proposed EPA MCL	2023 Proposed EPA MCLG
PFOS	200	70	0.02 ^a	15	4	0
PFOA	400	(total of PFOS + PFOA)	0.004 ^a	10	4	0
PFNA	Not Included	Not Included	Not Included	9	Hazard Index < 1.0 ^b	Hazard Index < 1.0 ^b
PFHxS	Not Included	Not Included	Not Included	65		
PFBS	Not Included	Not Included	2,000	345		
GenX	Not Included	Not Included	10	Not Included		

a. Interim health advisory levels.

b. The Hazard Index calculation shall not exceed a value of 1.0 and is calculated based on summing the ratio of four PFAS compounds' (PFNA, PFHxS, PFBS, and GenX) measured concentrations compared to each compounds individual health-based water concentration.

EPA's proposed MCLs are anticipated to become enforceable standards three years from when the regulation is finalized. It is anticipated that the regulation will be finalized in December 2023, and therefore the regulation is expected to become enforceable in December 2026. Utilities may be eligible for a waiver on a case-by-case basis, which would extend the compliance timeline to December 2028.

City PFAS Sampling Results Summary

In 2013, the City sampled its water supply for PFAS as part of a nationwide drinking water utility monitoring program called the Unregulated Contaminant Monitoring Rule (UCMR). UCMR is used to collect data to understand the abundance of specific contaminants in drinking water that do not have health-based standards set under the Safe Drinking Water Act. Under the Third Unregulated Contaminant Monitoring Rule (UCMR3), the City did not detect any PFAS above the method reporting limits, and thus the sampling results were reported as non-detect.

In 2019 and 2020, EPA published new monitoring methods for 29 PFAS compounds. The new methods (Methods 533 and 537.1) allow sampling of PFAS at lower concentrations; an order of magnitude lower than the sampling methods from 2013. The City took a proactive approach to sample for PFAS again in 2020 even though it wasn't required. Utilizing Method 537.1 in 2020, the City completed one round of PFAS sampling of untreated groundwater followed by three additional rounds in 2021. The City has also completed two rounds of regulatory-required sampling in 2023.

The City has analyzed water samples for 29 PFAS compounds. Based on the sampling, the City has detected PFAS in some of the City's groundwater wells and finished water samples. Five water stations, i.e., sites with multiple groundwater wells, have detected PFOS above the 2022 State of Washington SALs in the raw water and eight water stations have detected PFOS at levels above the EPA's proposed MCL in the raw water. One water station, WS14, exceeded the 2022 State of Washington SALs for PFOS and PFOA in the finished water. Only two of 29 PFAS compounds were detected at levels above proposed regulatory requirements. Twenty-one PFAS compounds sampled have not been detected. PFAS sampling results are shared in the City's annual water quality report and customers are notified if PFAS levels are detected over any Washington SALs.

Figure ES-1 shows the water stations impacted by PFAS. Figure ES-1 indicates if the station has detected PFAS above the proposed WA SALs (black star), or above the proposed MCLs and below the WA SALs (purple star) based on raw water sampling. The impacted water stations are supplied by two aquifers: Lower Orchards Aquifer supplying WS1, WS3, and WS4, and Upper Orchards Aquifer supplying WS7, WS8, WS9, WS14, and WS15. The Lower and Upper Orchard Aquifers are within unconsolidated to semi-consolidated sediments associated with deposits from the Columbia River. Generally, it appears there are more wells impacted with higher levels of PFOA and PFOS in the Upper Orchards Aquifer. One exception is WS4, which is the most impacted in the Lower Orchards Aquifer, with levels similar to WS8, WS14, and WS15.



Figure ES-1. City of Vancouver water stations impacted by PFAS

The legend and the depiction of water stations compared to the WA SALs and EPA proposed MCLs is based on any raw water sampling detection.

Identification of PFAS Sources

The City contracted with GSI Water Solutions, Inc. (GSI) and Confluence Engineering Group (Confluence) to model the Upper and Lower Orchards Aquifers to understand PFAS movement in the City aquifers and to evaluate the watershed for any possible PFAS point sources. Groundwater numeric modeling indicated that PFAS contamination has likely occurred over a wider geographic region and further upgradient than the area evaluated in the analysis (Confluence, 2023).

Confluence did not find a source for PFAS contamination for any of the impacted water stations. Confluence recommended further sampling through a PFAS monitoring plan, specifically targeting wastewater liquids and biosolids, septic tanks, and stormwater impoundment structures as potential contamination sources. The City has since contracted with Farallon to conduct a PFAS source evaluation and develop an additional sampling plan.

Interim Measures to Reduce PFAS Exposure

Noting that it will take years to implement full-scale treatment systems, the City evaluated options that could be pursued before full-scale treatment can be implemented at impacted water stations. The evaluation examined measures the City could take to reduce PFAS concentrations in the distribution system by shutting down a selection of wells for a period of time (i.e., curtailment) or wheeling and blending water in the distribution system. While not a regulatory requirement, the City also researched options that could be employed in the interim for vulnerable populations.

Curtailment

The City implemented a plan to prioritize the operation of wells with lower concentrations of PFAS at each water station. The effort highlighted that there are several water stations with multiple wells that have PFOS and PFOA concentrations below the proposed MCL that could be prioritized during times of lower demands, when there is more flexibility with well selection.

In addition to shutting off individual wells, this Plan investigated the ability to shutoff certain water stations. WS15 and WS8 are two of the City's smaller stations with some of the highest PFAS levels. These two water stations can be shut down for periods of time in the future. Shut down of WS15 and WS8 is dependent on operation of other water stations to supplement the flow. Current construction at other stations has prevented the City from shutting down those stations in response to PFAS detections. Once construction is complete and the stations that are offline can be brought online, the City will have the ability to shut down WS15 and WS8 outside of high demand periods.

Blending

WS7 has a unique option to blend down the PFAS concentrations within the water station itself. WS7 is one of the only water stations that is served by a combination of wells from the shallow Upper Orchards Aquifer (Well WS7-1) and the deep Sand and Gravel Aquifer (SGA) (Well WS7-2). No PFAS has been detected from the deep aquifer well (WS7-2), whereas WS7-1 has detected PFOS below the Washington SAL, but above the proposed MCL. The plan is to blend these two wells so that the combined PFOS levels do not exceed the proposed MCL.

Interim Measures for Vulnerable Populations

While not required by EPA or the State, the City is assessing developing a program to mitigate the risk of exposure to PFAS for the City's vulnerable population prior to implementing long-term systemwide PFAS mitigation solutions. The interim measures are envisioned to be in use for 3 to 5 years prior to full-scale treatment implementation at the City's impacted water stations. Vulnerable populations are defined for this Plan as City water users who may not have the financial means to implement their own interim in-home solution if they desire. Qualifying as a vulnerable population is

proposed to be based on using the Low-Income Home Energy Assistance Program (LIHEAP) income threshold levels. The City's vulnerable population was estimated to be approximately 2,300 households.

The interim measures evaluated included:

- Point-of-use treatment (e.g., under-sink filters, water pitcher filters)
- Bottled water
- Rebate program
- Pilot treatment unit
- Water filling station

To evaluate the interim measures alternatives and to develop recommendations, a decision-support framework, referred to as a multi-criteria decision analysis (MCDA), was used to engage internal City stakeholders in the decision-making process. A set of criteria was established to score the interim measures, based on the City's values for selecting an option that best serves the community in the interim. Nine criteria were weighted on a percentage basis by stakeholders, representing key City departments, including Engineering, Operations, and Communications, to score each of the alternatives. Scores ranged from 1 to 5 for each criterion with 1 not meeting the criteria and 5 exceeding the criteria. Using the weighted criteria and the criteria scores, a relative benefit score was determined. The relative benefit score for each option was plotted against the 5-year implementation costs to see how the interim measures compare, as presented in Figure ES-2. Alternatives toward the upper left of the chart score the "highest" with the highest relative benefit score and lowest cost.

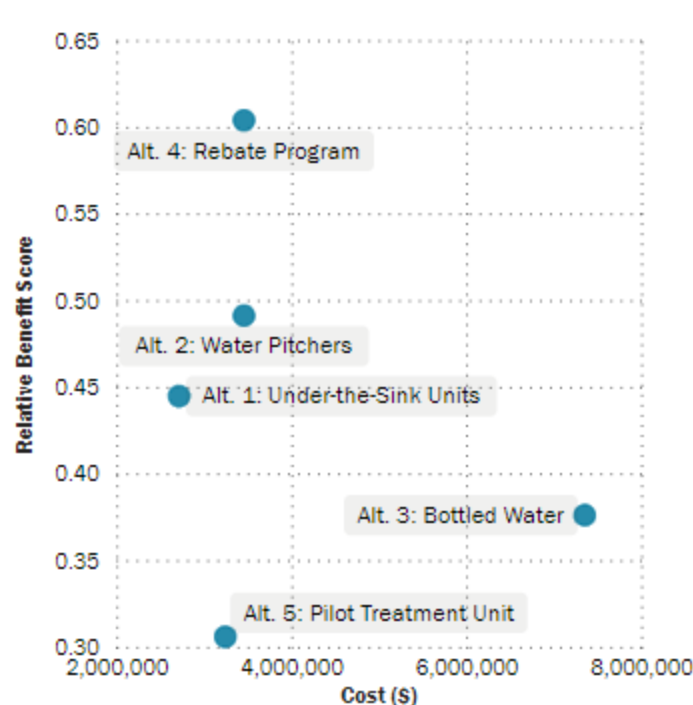


Figure ES-2. Best-value ranking based on cost and relative benefit score

Based on the assessment of the potential interim measures and scoring process, the rebate program scored the highest. This option could provide flexibility for customers to receive assistance for in-home point-of-use filters or bottled water. The next highest scoring options were the water pitchers and the under-the-sink units. The City's next steps will be to present the options to the City Council to gather input on the options, and to develop a plan around the preferred option.

The City is focusing these interim measures on vulnerable populations to assist those who may experience financial challenges in taking interim steps. The City has and will continue to provide guidance on interim measures that all customers can take as treatment improvements come online.

Approach to PFAS Management

The City is taking many actions to address PFAS. Since the first PFAS detections, the City has been committed to taking active steps to mitigate and manage PFAS in the City's water system. Over the past 5 years, as the PFAS regulations and sampling methods evolved, the City has developed an on-going sampling program and a communications outreach to customers, and since then has continued to learn of and assess the impacts in the water system and to plan for future PFAS mitigation. The City has taken the following key steps:

- Completed and implemented a communications plan that included coordination with Clark County Public Health and other local water utilities.
- Completed a PFAS Treatment Feasibility Study in 2022 (BC, 2022) to develop conceptual plans for implementing PFAS treatment at six of the nine water stations.
- Completed bench-scale testing of multiple IX resin and GAC media (HDR, 2023).
- Completed a PFAS source evaluation (Confluence) and on-going groundwater modeling by GSI to try to identify sources of PFAS in the aquifer and understand the plume of contamination (Confluence, 2023).
- Submitted and received a State Revolving Fund grant to design PFAS treatment at WS14.
- Initiated a 12-month pilot study to assess GAC and IX treatment technology (January 2023–anticipated January 2024).
- Initiated design at WS14 for a 3,200-gpm PFAS treatment system and developed design standards for PFAS treatment at other stations.
- Hired new City PM to support PFAS design projects.
- Contracted with Farallon Consulting to identify and sample potential sources of PFAS contamination.
- Completed this PFAS Management Plan to outline the necessary actions to achieve regulatory compliance.

These are just some of the steps the City has undertaken to date. This PFAS Management Plan provides the proposed roadmap for PFAS management.

Path to Compliance

The eight water stations needing treatment cannot be feasibly upgraded simultaneously. Therefore, the projects will need to be phased over the next 5 to 7 years to meet the compliance window. To develop a proposed timeline for implementation, the sites were evaluated against a set of criteria to understand different phasing options and to develop a proposed timeline that balances priorities for the City. The following criteria were used to prioritize the order of capital improvement projects:

- Sites with PFAS concentrations above the Washington SAL
- Sites with high PFAS mass loads to the distribution system
- Dependency on the specific water station to meet future demands
- Spreading capital improvement costs over time
- Equity considerations related to addressing socioeconomic vulnerability in affected neighborhoods

The proposed implementation schedule is presented in Figure ES-3. Estimated durations for design and construction were identified to inform the timeline based on recent local project experience and current anticipated construction windows. Design was estimated to be between 10 to 12 months depending on project size. Given recent long lead times, construction was assumed to be 18 months at a minimum and extended to 24 months for the larger sites (WS1, WS4, and WS9).



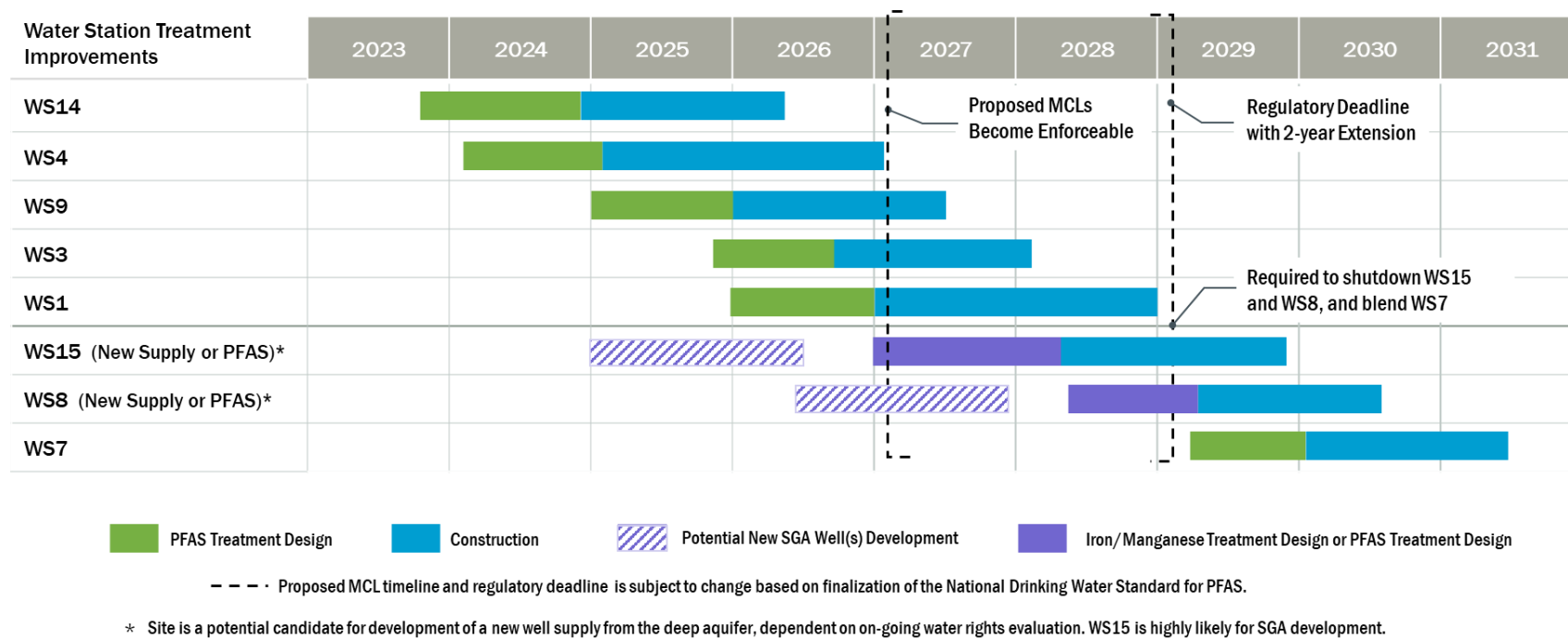


Figure ES-3. Proposed implementation plan for water treatment plant improvements

Table ES-2 presents the planning-level capital cost estimate ranges for treatment at the eight water stations, and the approximate annual operation and maintenance (O&M) costs. The total Class 5 capital cost estimates range from \$13.5 million to \$46 million (-50/+100 percent) with a total estimated cost of \$235 million (-50+/100) for improvements at the eight water stations. The annual O&M costs are estimated to be approximately \$1,258,000 annually for operating the new treatment systems. These O&M costs are based on the treatment type improvements outlined in Table ES-2 and these O&M costs do not account for when the treatment system is brought into service. Development of the deep SGA is shown for water station 8 (WS8) and WS15. The City is still determining whether a deeper well supply is added to WS8 and WS15 or PFAS treatment is added.

Water Station	Improvement Type for Estimate ^a	Treatment Capacity (gpm) ^b	Lower Range (-50%)	Estimated Cost	Upper Range (+100%)	Annual O&M Cost ^c
WS14	PFAS Treatment	3,200	\$6,800,000	\$13,500,000	\$27,100,000	\$100,000
WS4	PFAS Treatment	10,700	\$20,100,000	\$40,300,000	\$80,600,000	\$236,000
WS9	PFAS Treatment	10,872	\$20,600,000	\$41,200,000	\$82,400,000	\$288,000
WS3	PFAS Treatment	6,000	\$12,000,000	\$24,100,000	\$48,200,000	\$159,000
WS1	PFAS Treatment	10,000	\$22,800,000	\$45,600,000	\$91,200,000	\$236,000
WS15	New Deep Well Supply ^d	4,000	\$14,150,000	\$28,300,000	\$56,600,000	\$73,000
WS8	New Deep Well Supply ^d	3,333	\$13,050,000	\$26,100,000	\$52,200,000	\$73,000
WS7	PFAS Treatment	3,333	\$8,200,000	\$16,300,000	\$32,600,000	\$93,000
Total			\$117,700,000	\$235,400,000	\$470,900,000	\$1,258,000

a. Treatment technology selected for planning-level cost estimation only. Selected treatment will be confirmed through future planning and design. PFAS treatment assumes granular activated carbon (GAC) media.

b. Treatment capacities to meet the proposed instantaneous water rights (Qi) based on City's evaluation as of September 14, 2023.

c. Costs are in 2023 dollars. PFAS treatment annual costs include media change out, staff time for typical operations and additional time for media change-out and backwashing, and PFAS sampling costs. Iron/manganese annual costs include media change out, staff time for typical operations, and raw water pumping costs.

d. Cost for new source includes new well drilling, new raw water pumps, and a new water treatment facility with a pressure filter system for iron and manganese removal. The City is still determining whether a deeper well supply is added to WS8 and WS15 or PFAS treatment is added.

This PFAS Management Plan provides the roadmap for achieving compliance with EPA's proposed MCL for PFAS. It presents PFAS sampling results and regulatory considerations, interim measure investigated by the City to reduce PFAS exposure, and the plan for the City to achieve regulatory compliance and reduce levels of PFAS in the water system. Over the next year and into the future, the City will continue to make progress toward managing PFAS to secure a safe and clean groundwater supply.

Section 1

Background

The City of Vancouver (City) has a robust water quality monitoring program that identifies potential impacts to the City's water system. This water quality monitoring program has included a proactive approach for monitoring per- and polyfluoroalkyl substances (PFAS) beyond regulatory requirements. PFAS represent a group of thousands of synthetic chemicals that persist in the environment and are used in a variety of products ranging from fire-fighting foams to coatings on water-repellent fabrics, cookware, and to-go food containers (NIH, 2023). PFAS break down extremely slowly in the environment and are often referred to as "forever chemicals." Over time, PFAS can build up in people, animals, and the environment (EPA, 2023a). There is evidence that exposure to high levels of specific PFAS compounds can have adverse effects on human health (EPA, 2023a).

The City has detected PFAS concentrations in groundwater wells at or above the 2022 State of Washington state action levels (SAL) and above the Environmental Protection Agency's (EPA) 2023 proposed maximum contaminant level (MCL) for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA); two out of the 29 PFAS compounds monitored for from the broad family of PFAS. The City has taken a proactive approach to identifying PFAS in the water supply. Given that multiple groundwater wells have detected PFAS, the City has embarked on a strategic planning effort to holistically consider the water system and determine an approach to manage PFAS. This PFAS Management Plan summarizes that effort. This PFAS Management Plan includes the following information:

- Section 1: A description of PFAS, background on Washington state and EPA regulations, and historical water quality information.
- Section 2: An evaluation of alternatives to determine the best means to mitigate PFAS contamination.
- Section 3: Interim measures that the City can implement until further mitigation options can be implemented.
- Section 4: Water quality goals.
- Section 5: Criteria for prioritizing sites for PFAS treatment.
- Section 6: A holistic plan and approach for reducing PFAS concentrations throughout the water system.

1.1 PFAS Background

PFAS represent a group of thousands of synthetic chemicals that do not readily degrade and are persistent in the environment, primarily as a result of the very strong and stable carbon-fluorine bond that makes up the PFAS structure. The following section provides an overview of where PFAS come from and their known health effects.

1.1.1 PFAS Sources

PFAS chemicals are known for water repellency, temperature resistance, and friction resistance. They are used in a variety of industrial and chemical uses, including fire-fighting foams, water-repellent fabrics, and non-stick products. The main sources of PFAS in the environment are PFAS manufacturing and processing facilities, airports, and military facilities where fire-fighting foams have

been historically used. These uses lead to contamination of surface water, groundwater, soil, and air. PFOS- and PFOA-related chemicals are no longer produced in the United States due to the phaseout of long-chain PFAS; however, they are still developed around the world and enter the United States through consumer goods, such as carpet, textiles, coatings, rubber, and plastics.

1.1.2 PFAS Health Effects

Health risks from a chemical are determined by the hazard of the chemical and the amount of exposure to it. The EPA, the Center for Disease Control's Agency for Toxic Substances and Disease Registry, and the Food and Drug Administration are conducting research to better understand how toxic or harmful PFAS are to humans and the environment.

There is evidence that chronic or long-term exposure to high levels of specific PFAS compounds over many years can have adverse effects on human health (EPA, 2023a). PFAS compounds are chains of carbon and fluorine atoms, and sometimes include oxygen, hydrogen, sulfur, and nitrogen atoms. PFAS compounds with longer chains, such as PFOA and PFOS, are more likely to bioaccumulate in wildlife and humans as compared to short-chain PFAS.

PFOA and PFOS are the most widely produced and studied PFAS chemicals. Studies on the impact of PFAS have found correlations between PFOA and/or PFOS exposure and effects on the immune system, the cardiovascular system, human development, and the suppression of vaccine response in children (Fenton et al., 2021). PFOA is a likely carcinogen. More information on potential PFAS health risks can be found on the [EPA's website](#) and the [Agency for Toxic Substances and Disease Registry](#).

Exposure to PFAS is from multiple pathways in differing proportions depending on one's diet, personal habits, home environment, occupation, local air quality, and drinking water, etc. In a review of six studies on the distribution of PFAS exposure, Sunderland et al. (2018) found the majority of exposure to be through diet for both PFOA and PFOS, presented in Figure 1-1, for all studies except one with a larger contribution from food packaging. The study demonstrated that drinking water (tap water) is a smaller proportion of exposure in most cases and is location specific.

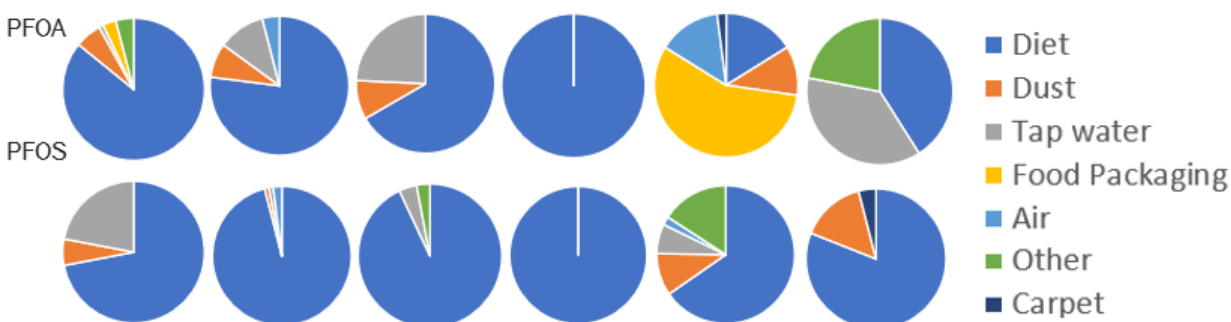


Figure 1-1. Distribution of PFAS exposure in six studies

Source: Sunderland et al. 2018. Each pie chart represents the results of a different study reviewed by the authors

1.2 PFAS Regulations

In 2009, the EPA established health advisory levels (HAL) for PFOS and PFOA. Monitoring for six of the most prevalent PFAS compounds was required for drinking water systems as a part of the third round of the Unregulated Contaminant Monitoring Rule (UCMR3). As a part of UCMR3, required sampling of drinking water from 2013 to 2015 included sampling for the following:

- PFOA
- PFOS
- PFBS (perfluorobutanesulfonic acid)
- PFHxS (perfluorononanoic acid)
- PFHpA (perfluoroheptanoic acid)
- PFNA (perfluorononanoic acid)

During that time, the analytical methods were limited to method reporting limits (MRL) from 10 to 90 nanograms per liter (ng/L) (EPA, 2012). Levels of PFAS present at levels below the MRL would not be detected. Since that time, analytical methods have improved and the MRL for many PFAS has decreased by an order of magnitude, as low as 3 to 5 ng/L, which allows detection of 29 PFAS at much lower levels.

In 2016, the EPA released an updated HAL, which superseded the provisional HALs, and set a combined HAL of 70 ng/L for the sum of PFOA and PFOS (see Table 1-1). Since then, many states have been setting their own HALs, MCLs and SALs as a result of scientific data that has become available, which indicate negative health impacts may occur at lower levels of exposure. In January 2022, Washington's PFAS Rule went into effect and established SALs for five of the six PFAS compounds sampled in the original UCMR3. The SALs were developed by state toxicologists to protect particularly sensitive groups from the harmful health effects that result from long-term exposure to PFAS. The harmful effects include impacts to the immune system and reproductive health, as well as the potential to cause cancer.

The EPA released a PFAS Strategic Roadmap in October 2021, which aimed to establish a national primary drinking water regulation for PFAS. In June 2022, the EPA updated its 2016 HALs for PFAS. As shown in Table 1-1, the new HALs established by the EPA are orders of magnitude lower than those in 2016 and are below currently available lab detection levels.

In March 2023, the EPA proposed a National Primary Drinking Water Regulation to establish MCLs for six PFAS compounds in drinking water (EPA, 2023b). In addition to setting new MCLs, the EPA also proposed health-based, non-enforceable maximum contaminant level goals (MCLG) for these six PFAS. Under the proposed regulation, PFOA and PFOS will be regulated as individual contaminants. Alternatively, PFHxS, PFNA, PFBS, and GenX (hexafluoropropylene oxide dimer acid [HFPO-DA]) was proposed to be regulated as a mixture, referred to as the Hazard Index. The Hazard Index calculation shall not exceed a ratio of 1 based on individual health-based water concentrations for those four compounds, and is calculated based on summing the ratio of four PFAS compounds' measured concentrations compared to each compounds' individual health-based water concentration.

The Hazard Index is calculated as follows:

$$\text{Hazard Index} = \frac{\text{GenX}_{\text{water}}}{10} + \frac{\text{PFBS}_{\text{water}}}{2000} + \frac{\text{PFNA}_{\text{water}}}{10} + \frac{\text{PFHxS}_{\text{water}}}{9}$$

The EPA proposed MCLs are based on meeting a running annual average from quarterly samples. Based on the EPA's proposed regulation, it is anticipated that the MCLs will be finalized by December 2023. The proposed MCLs are anticipated to become enforceable standards in December 2026. Utilities may be eligible for a waiver on a case-by-case basis, which would extend the compliance timeline to December 2028.

Table 1-1. Pertinent PFAS Advisories and Proposed Regulations (ng/L)

PFAS	2009 Provisional HAL	2016 EPA HAL	2022 EPA HAL	2022 Washington SAL	2023 Proposed EPA MCL	2023 Proposed EPA MCLG
PFOS	200	70	0.02 ^a	15	4	0
PFOA	400	(total of PFOS + PFOA)	0.004 ^a	10	4	0
PFNA	Not Included	Not Included	Not Included	9	Hazard Index < 1.0 ^b	Hazard Index < 1.0 ^b
PFHxS	Not Included	Not Included	Not Included	65		
PFBS	Not Included	Not Included	2,000	345		
GenX	Not Included	Not Included	10	Not Included		

a. Interim health advisory levels.

b. The Hazard Index calculation shall not exceed a value of 1.0 and is calculated based on summing the ratio of four PFAS compounds' measured concentrations compared to each compounds' individual health-based water concentration.

1.2.1 Sampling and Notification Requirements

Per the Washington Administrative Code Chapter 246-290-315, water systems with a PFAS sample result that exceeds a SAL should collect a confirmation sample. If the average of the results from the initial and confirmation sample exceeds the SAL, or if the system does not collect a confirmation sample, the system must notify its customers of the SAL exceedance event. Community water systems must include detections in their consumer confidence reports. If samples are greater than the SAL, the following actions are required:

- The public must be notified.
- The cause must be investigated.
- Action is to be taken as directed.

Per the EPA's Proposed PFAS National Primary Drinking Water Regulation, the City is required to take quarterly samples at the entry point to the distribution system. If results are under 1/3 of the practical quantitation limit (PQL), for example 1.3 ng/L or 0.33 health index, sampling can then be reduced to twice per year, every 3 years. For calculating the running annual average, samples under the PQL will count as zero, and any additional samples will have to be included in the average.

1.2.1.1 Unregulated Contaminant Monitoring Rule 5 Sampling

The fifth round of the Unregulated Contaminant Monitoring Rule (UCMR5) includes 29 PFAS compounds along with one metal. The rule was published at the end of 2021, and the monitoring cycle spans from 2022 to 2026, with sample collection taking place between 2023 and 2025. Since the City of Vancouver's water system relies on groundwater sources, it is required to monitor two times during a consecutive 12-month monitoring period, with each sampling event occurring 5 to 7 months apart. This amounts to six total sampling events during the monitoring period between January 2023 and December 2025. Samples are to be collected at the entry point to the distribution system for all contaminants. When groundwater systems have multiple entry points, a representative

sampling location can be used when prior approval is obtained. The City conducted its first round of sampling in the second quarter of 2023.

1.3 Historical PFAS Levels

The City participated in the UCMR3 sampling in 2013, at which time PFAS were non-detect and below the EPA HALs at that time. The samples were non-detect because the measured values were below the laboratory report limits. In 2020, the City completed one round of PFAS sampling followed by three additional rounds in 2021. All samples in 2020 and 2021 were raw groundwater samples, not sampled at the entry point to the distribution system. In 2023, the City completed the first compliance sampling event in March and the second compliance and first round of UCMR5 sampling event in May. State compliance and UCMR5 sampling events were sampled at the entry point to the distribution system.

Table 1-2 summarizes the range of PFOS and PFOA levels detected at City groundwater wells from 2020 to 2021. Eight of the nine water stations (WS) have PFAS detections over the EPA's proposed MCLs for PFOS and PFOA.

Table 1-2. Summary of PFAS detection in City of Vancouver Groundwater Wells (2020-2021) ^a							
Water Station ^b	Aquifer	Current Capacity (gpm)	Number of Wells with PFAS Detection > MCL/ total number of wells ^c	Wells with PFOS > MCL (4 ng/L)	Wells with PFOA > MCL (4 ng/L)	Range of Detections for PFOS ^d (ng/L)	Range of Detections for PFOA ^d (ng/L)
WS1*	Lower Orchards	23,400	9/10	8	1	2.4 – 6.3	ND – 5.4
WS3*		6,000	3/3	3	1	5.9 – 15.0^e	1.6 – 5.0
WS4*		8,550	6/6	6	6	14.0 – 25.0	5.5 – 14.0
WS7*	Upper Orchards	1,300	1/2	1	0	4.9 – 8.7^f	ND – 3.0
WS8*		1,250	2/2	2	2	15.0 – 20.0	6.4 – 8.5
WS9*		9,800	5/5	5	5	12.0 – 17.0	4.9 – 7.2
WS14*		3,200	3/3	3	3	19.0 – 27.0	11.0 – 19.0
WS15*		1,000	3/3	3	2	9.4 – 20.0	2.6 – 5.0
Ellsworth	Sand and Gravel	6,000	0/3	0	0	ND	ND

a. PFAS results from voluntary sampling in September 2020, February 2021, and July 2021 for all water stations, and two supplemental samples in April 2021 for well WS4-1 and WS14-3 only.

b. Water stations with PFAS detection above proposed MCL are indicated by an *.

c. Only includes operational wells

d. Values in **bold** are above the proposed MCL.

e. one sample to date with PFOS at 15 ng/L. All other samples have been closer to 6 ng/L.

f. Values shown are for Well 1 only from WS7. Well WS7-2 (Well 2B) is in the deep Sand and Gravel Aquifer (SGA) and has no PFAS detections.

gpm = gallons per minute

ND = non-detect

Figure 1-2 shows the water stations impacted by PFAS, and indicates if the station has detected PFAS above the proposed WA SALs (black star), or above the proposed MCLs and below the WA SALs (purple star) based on raw water sampling. The impacted water stations are supplied by two aquifers: Lower Orchards supplying WS1, WS3, and WS4, and Upper Orchards supplying WS7, WS8, WS9, WS14, and WS15. The Lower and Upper Orchard Aquifers are within unconsolidated to semi-consolidated sediments associated with deposits from the Columbia River. The aquifers are generally recharged by stormwater runoff from rainfall infiltration, dry wells, septic tank return flows, and infiltration from rivers and other surface water bodies. The Ellsworth Water Treatment Plant (WTP) is served by the deep Sand and Gravel Aquifer (SGA), which has been non-detect for all PFAS compounds, with the exception of low detections in February 2021, which are attributed to lube water running back into the well from the distribution system.

Generally, it appears there are more wells impacted with higher levels of PFOA and PFOS in the Upper Orchards Aquifer. One exception is WS4, which is the most impacted in the Lower Orchards Aquifer, with levels similar to WS8, WS14, and WS15.



Figure 1-2. City of Vancouver water stations impacted by PFAS

The legend and the depiction of water stations compared to the WA SALs and EPA proposed MCLs is based on any raw water sampling detection.

Individual wells were sampled in September 2020, February 2021, and July 2021. These samples are of raw water, taken prior to any chemical addition or treatment. Each water station, with the exception of WS-7, was sampled again in March 2023 for Washington (WA) Department of Health (DOH) compliance. These samples are finished water, taken at the entry point to the distribution system. Additionally, each water station, with the exception of WS7, was sampled in May 2023 for UCMR5 monitoring, testing for the 29 PFAS compounds required by the UCMR5 sampling program.

These samples are finished water, taken at the entry point to the distribution system. Finished water samples are a composite of all wells at that water station. Only WS14 exceeded the Washington SALs for PFOS and PFOA. PFNA was not detected in any of the water station samples. PFHxS was detected 10 times lower than the Washington SALs. PFBS was 100 times lower than the Washington SALs. All of the other PFAS compounds were non-detect for all samples, indicating that the PFAS compounds detected at the water stations to date are the compounds included in the proposed EPA National Primary Drinking Water Regulation for PFAS.

Average PFAS levels by water station (from 2020 to 2023) are summarized in Figure 1-3 to Figure 1-6, for PFOA, PFOS, PFBS, and PFHxS, respectively. Sample results in 2020 and 2021 are an average of multiple wells for water stations that had multiple wells operational. Sample results in 2023 are finished water samples from each water station. The EPA-proposed MCL is referenced on the plots for PFOA and PFOS. The EPA's individual Health-based Water Concentrations used to calculate the Hazard Index level is referenced on the plot for PFHxS. In general, if a sample is not shown for a specific date and water station, the results were less than the MRL. PFNA is non-detect for most of the sample results; therefore, a chart for those results is omitted from the summary. HFPO-DA (also referred to as GenX) was non-detect in samples collected in September 2020 and is therefore not presented in a chart in this summary. May 2023 UCMR5 sample results are consistently lower than previous samples for all PFAS compounds across all water stations. This can be attributed to a different laboratory analyzing the UCMR5 samples.

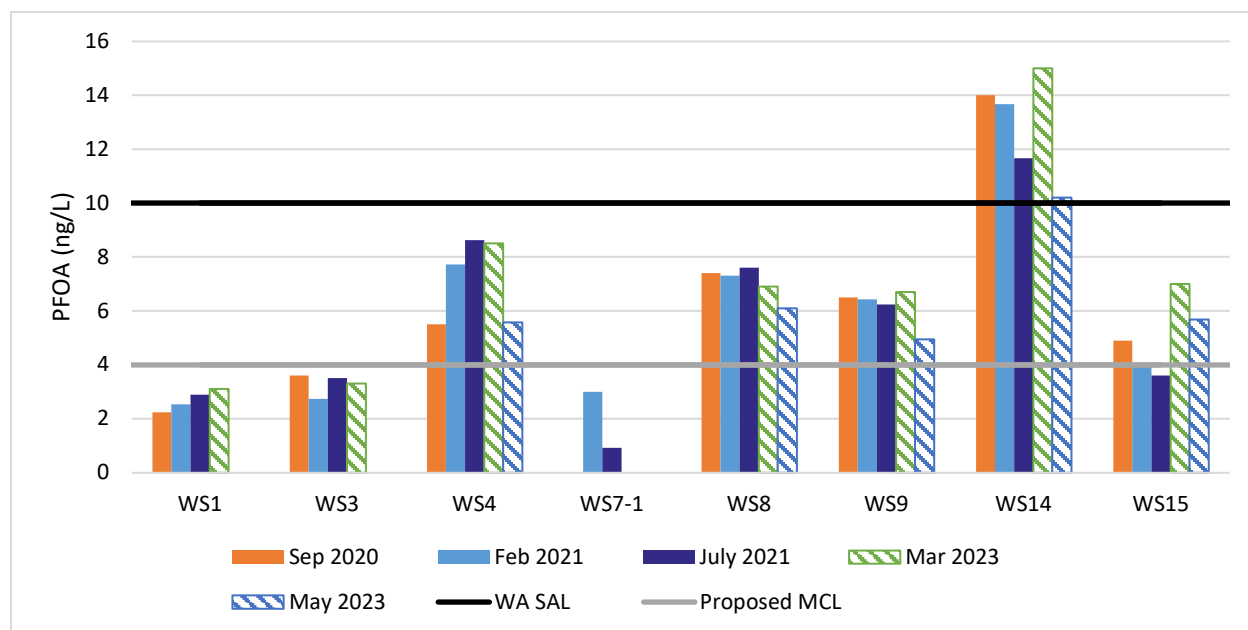


Figure 1-3. PFOA levels detected from City water stations (2020–2023)

Hatched bars indicate finished water samples. Solid bars indicate raw water samples. Raw water samples represent an average value of the wells sampled. WS7 was not sampled in 2023.

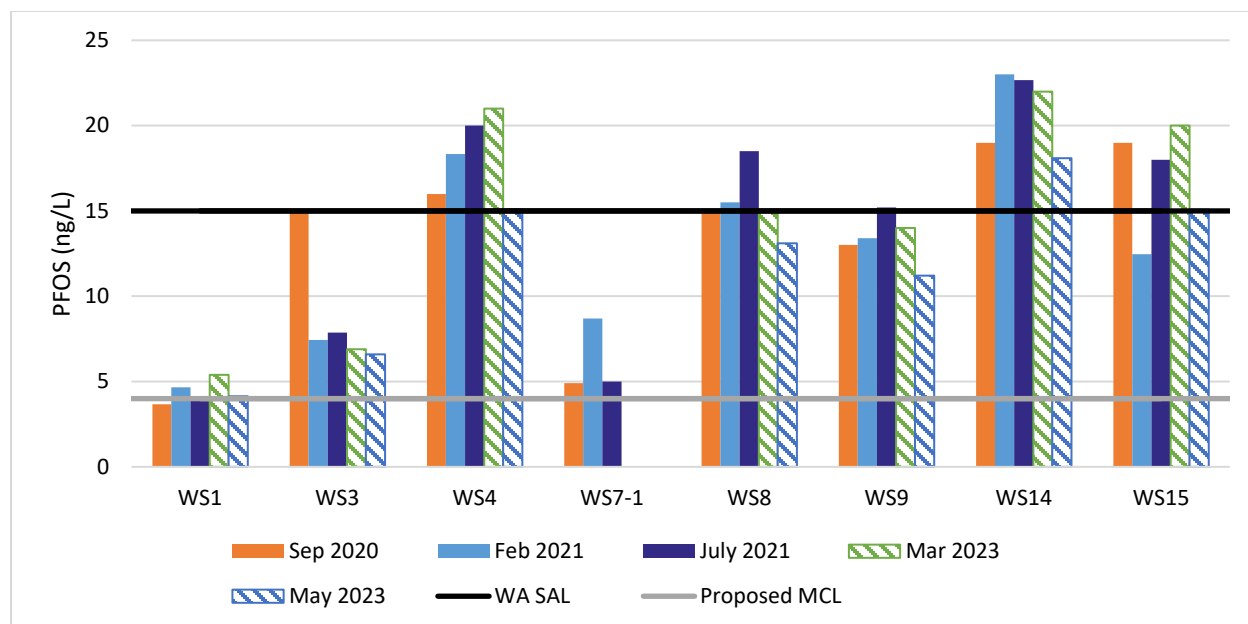


Figure 1-4. PFOS levels detected from City water stations (2020–2023)

Hatched bars indicate finished water samples. Solid bars indicate raw water samples. Raw water samples represent an average value of the wells sampled. WS7 not sampled in 2023.

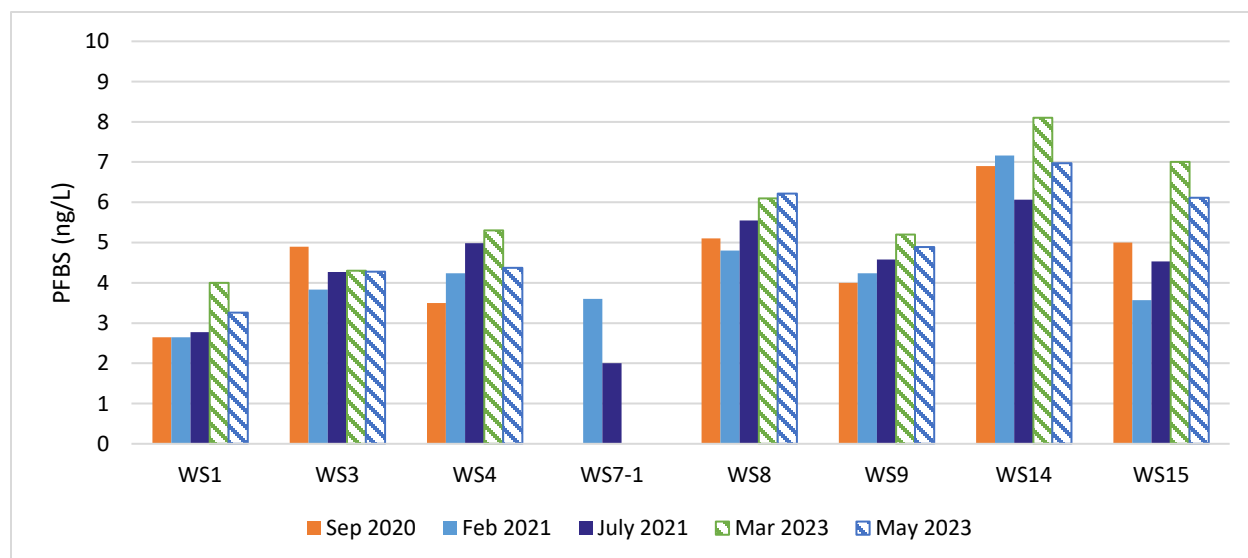


Figure 1-5. PFBS levels detected from city water stations (2020–2023)

Note: The Hazard Index individual health-based concentration for PFBS is 2,000 ng/L. Hatched bars indicate finished water samples. Solid bars indicate raw water samples. Raw water samples represent an average value of the wells sampled. WS7 not sampled in 2023.

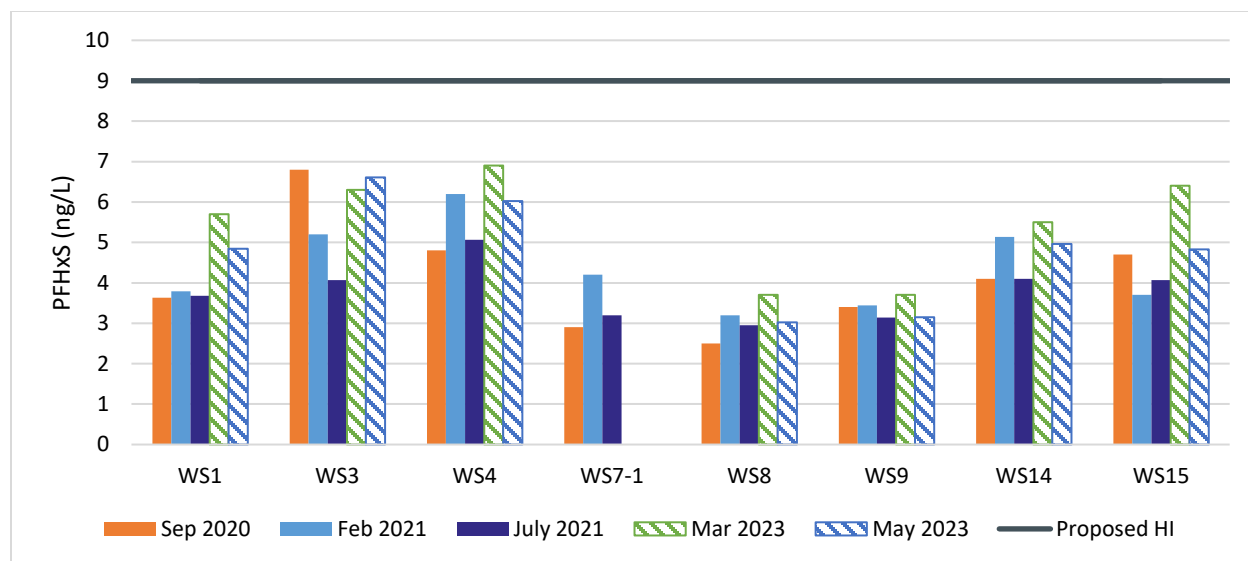


Figure 1-6. PFHxS levels detected from City water stations (2020–2023)

Note: The Hazard Index individual health-based concentration for PFHxS is 9 ng/L, abbreviated on the plot as “Proposed HI”. Hatched bars indicate finished water samples. Solid bars indicate raw water samples. Raw water samples represent an average value of the wells sampled. WS7 not sampled in 2023.

The average PFAS results are included in Table 1-3. These values are an average of 2020, 2021, and March 2023 results. The May 2023 results were omitted because they were analyzed by a different laboratory, and are consistently lower than previous samples for all PFAS compounds across all water stations.

Water Station	PFOS	PFOA	PFBS	PFHxS	PFNA
WS1	4.4*	2.7	3.0	4.2	0.0
WS3	9.3*	3.3	4.3	5.6	0.0
WS4	18.8*	7.6*	4.5	5.7	0.5
WS7 ^b	6.2*	1.3	1.9	3.4	0.0
WS8	16.0*	7.3*	5.4	3.1	0.6
WS9	13.9*	6.5*	4.5	3.4	0.0
WS14	21.7*	13.6*	7.1	4.7	0.0
WS15	17.4*	4.9*	5.0	4.7	0.0
Ellsworth	ND	ND	ND	ND	ND

a. Average PFAS results from samples collected in 2020, 2021, and March 2023.

b. Sampling at WS7 included only Well 1. Well WS7-2, which draws from the SGA, had non-detect samples

c. Samples with an asterisk * were detected over the proposed MCL.

ND= non-detect

With the Hazard Index now proposed by EPA, the results for the contributing compounds were assessed against their individual health-based concentration levels, and the hazard indices were calculated for each water station based on sampling results from September 2020 through July

2021 from the individual wells and March 2023 entry point to distribution system compliance samples. The calculated Hazard Index for each water station is presented in Figure 1-7, compared to the Hazard Index limit of 1.0.

For PFBS, the detections are orders of magnitude below the Hazard Index's individual health-based concentration, so it is not shown on Figure 1-7 in order for the sampling results to be distinguishable. While there were some PFNA results greater than the detection level, there were no results higher than the reporting level, and therefore the results were omitted from the calculation. PFHxS is the closest PFAS to its health-based water concentration, and therefore had the largest contribution to the Hazard Index.

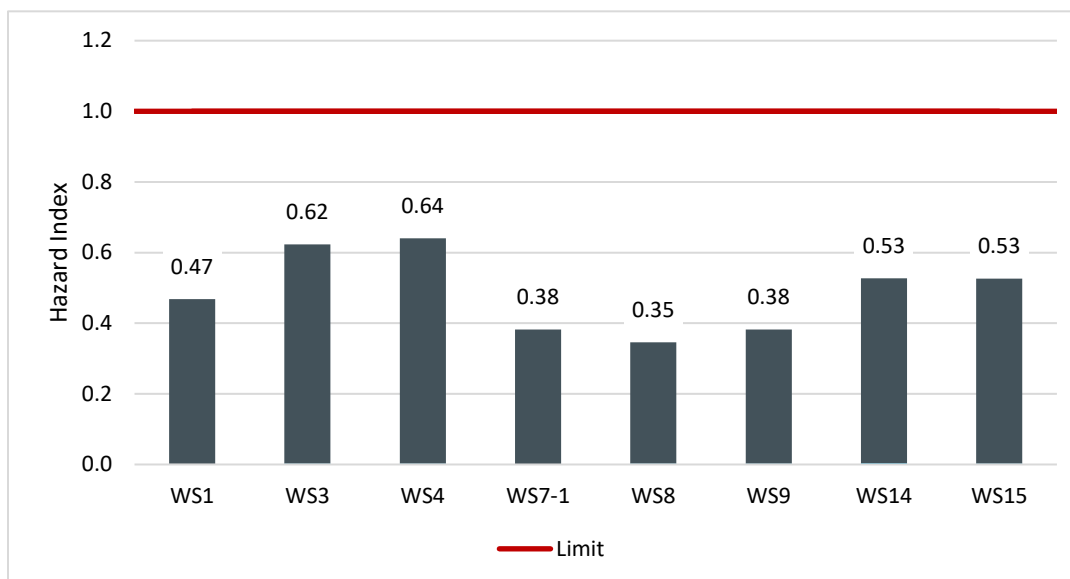


Figure 1-7. Calculated Hazard Index for City water stations (2020-2023)

Note: Results for PFNA were below the reporting limit and were omitted from this calculation

All of the Hazard Index values for each water station are less than the proposed regulatory limit of 1.0. The greatest Hazard Index value is 0.64 from WS4. This result demonstrates that the PFAS compounds that are driving regulatory compliance are PFOS and PFOA, and not PFBS, PFHxS, or PFNA.

1.4 City Monitoring Programs

Regulatory compliance sampling for WADOH began in 2023 for compliance monitoring with the WA SALs. The results from the sampling in 2023 will determine ongoing monitoring frequency. Water stations with low levels (<20 percent of SAL) will be sampled once every 3 years. Water stations with PFAS levels >20 percent but <80 percent of the SAL will be sampled once annually. Water stations with PFAS levels >80 percent of the SAL will be monitored quarterly. Customers will be notified if PFAS levels are detected over the SAL. PFAS results will be included in the annual water quality report. The primary PFAS compounds of concern are PFOS and PFOA in the City's supply. Those two compounds are detected at the highest levels of the PFAS compounds detected to date.

Given that multiple groundwater wells have detected PFAS, the City has embarked on a strategic planning effort to holistically consider the water system and determine an approach to manage PFAS. This PFAS Management Plan provides the approach to addressing PFAS found in the City's source water.

Section 2

Alternatives Evaluation

This chapter outlines the options considered by the City to manage PFAS contamination from the impacted groundwater wells. The alternatives considered include:

- Remediation of point sources with pump-and-treat systems.
- Alternative water sources, specifically drilling deeper to the SGA.
- PFAS treatment of groundwater sources at the impacted water stations.

The tradeoffs between the options are presented in this section, followed by overall implementation recommendations.

2.1 Remediation of Point Sources

PFAS can typically be found near military sites or fire-fighting training facilities where PFAS-based flame retardants were used. GSI Water Solutions, Inc. (GSI) completed hydrogeologic modeling of the Upper Orchards and Lower Orchards aquifers to assess area of influence to try to identify areas where PFAS sources could be contributing. Confluence Engineering Group (Confluence) developed a PFAS monitoring plan to assist the City in investigation of possible PFAS sources (Confluence, 2023). The City has continued this effort to identify and test potential sources with Farallon Consulting.

2.1.1 Plume Modeling

GSI used three-dimensional numerical groundwater modeling to evaluate the areas of influence (i.e., the areal extents/locations of the capture zones) for City water stations, and estimated groundwater travel times to City water stations that have experienced PFAS detections. The numerical modeling work incorporated the City's water stations data into the refinement of an existing groundwater flow model that encompassed the Portland Geologic Basin, which includes the entire City water service area and other portions of Clark County located south of the East Fork Lewis River.

The WS14 capture zone showed a possible influence from the Leichter Landfill. Particle-trace analysis did not find water station areas that overlapped, indicating that PFAS contamination has likely occurred over a wider geographic region and further upgradient than evaluated in the analysis (Confluence, 2023).

2.1.2 Point Source Identification

The City contracted with Confluence to evaluate the watershed for any possible PFAS point sources. For this effort, Confluence reviewed the City's current monitoring programs and conducted data review and analysis to identify potential/likely sources. Using information from previous studies, Confluence compiled a table of potential PFAS point sources. These sources include metal finishing companies, transportation companies, businesses that rely heavily on chemicals, landfills, septic systems, and historical fire events.

Confluence did not find a point source for any of the impacted water stations. Confluence recommended further sampling through a PFAS monitoring plan. In particular, wastewater liquids and biosolids, septic tanks, and stormwater impoundment structures have been identified as potential contamination sources. Since it has been determined that domestic wastewater can have high levels of PFAS, it was recommended that wastewater streams and septic tank pumping trucks

servicing the Vancouver area be sampled. If these two sources are found to be significant contributors of PFAS, the City can use this information for long-term planning of wastewater handling strategies. Stormwater has the potential to be a high contributor of PFAS as most systems have subsurface disposal. Sampling in stormwater impoundment structures could also help identify potential PFAS hotspots and point sources.

2.1.3 Remediation Options Summary

Since no point source has been identified, there are no remediation options to consider at this time. The City advocates for all active contaminated sites within the Vancouver water service area to include PFAS in their next sampling event. This would cast a wide net that may identify a point source.

If a future point source is identified, it can typically be remediated with a pump-and-treat system. A pump-and-treat system consists of groundwater pumps and an aboveground treatment system. Treated water is often reinjected into the well or discharged to another water source. Over time, the source of the contamination can be removed from the water supply. Point source treatment would require either a granular activated carbon (GAC) treatment system or strong base ion exchange (IX) to remove PFAS. This alternative can only be implemented if a point source is identified.

2.2 New Supply Development

With the current groundwater supply impacted by PFAS contamination, an alternative approach to PFAS treatment at the existing water stations is to evaluate the options for new water sources. The City water supply is served by three aquifers: Lower Orchards, Upper Orchards, and the deep Sand and Gravel Aquifer (SGA). The Lower and Upper Orchards unconfined aquifers are impacted by PFAS, whereas the SGA has been non-detect generally for all PFAS compounds with the exception of low detections in February 2021, which can be attributed to lube water running back into the well from the distribution system. An alternative option to implementing PFAS treatment at all the impacted water stations would be to drill deeper into the SGA to increase production from the deep aquifer and reduce reliance on the shallow aquifer supply. This section outlines the considerations for this alternative option, including water quality considerations, water rights and availability, and new supply development and treatment.

2.2.1 Water Quality Considerations

Of the City's current water supply, the Ellsworth Water Station and WS7 (Well WS7-2, also referred to as Well 2B, only) are the only water stations that use the SGA as its supply source. Other municipalities in the Columbia River Basin also withdraw water from this aquifer and have similar water quality. Table 2-1 summarizes raw water quality from Ellsworth Water Station wells that are representative of the deep aquifer water quality. It is assumed that if the wells were drilled deeper at the other City water stations that the expected water quality would be similar.

Table 2-1. Raw Water Quality for the Ellsworth Water Station

Water quality parameters	Units	Average ^a		Minimum ^b	Maximum ^b	MCL
		July 2012 (at well start-up)	December 2015 (3 to 5 months after startup)			
pH	value	7.0	7.7	7.0	7.8	6.5 – 8.5 ^c
Total Dissolved Solids	mg/L as CaCO ₃	163	150	121	178	500 ^c
Conductivity	µm or µS/cm	226	208	168	247	
Hardness	mg/L as CaCO ₃	80	96	72	120	
Calcium	mg/L as CaCO ₃	56	52	32	72	
Magnesium	mg/L as CaCO ₃	24	44	24	48	
Chloride	mg/L as Cl	13.1	17.0	12.4	18.8	250 ^c
Nitrate	mg/L as N	2.4	2.3	0.6	4.0	10
Iron	mg/L as Fe	0.57	0.51	0.06	0.99	0.3 ^c
Manganese	mg/L as Mn	Non-detect	0.5	0.2	0.7	0.05 ^c
Sulfate	mg/L as SO ₄	8	7	7	9	250 ^c
Silica	mg/L as SiO ₂	52.6	56.1	48.7	59.7	
Total Organic Carbon	mg/L	0.5	0.6	0.2	0.7	

a. Raw water quality results from well sampling for Ellsworth Water Station from two events: July 2012 after the well start-up for Wells 1, 2, and 3; and December 2015 approximately 5 months after Well 1 start-up and 3 months after Well 2 start-up. Well 3 was not sampled in December. The results were sampled from the casing.

b. Minimum and maximum of the two sampling events in July 2012 and December 2015.

c. National Secondary Drinking Water Standards are non-enforceable guidelines regulating contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water. The EPA recommends secondary standards but does not require systems to comply with secondary MCLs.

µm or µS/cm = micrometers or microsiemens per centimeter

CaCO₃ = calcium carbonate

mg/L = milligrams per liter

Raw water from the deep aquifer contains high levels of manganese. The maximum recorded manganese result was 0.7 mg/L as Mn, which exceeds the secondary maximum contaminant level (SMCL) of 0.05 mg/L as Mn. High manganese levels in source water are relatively common and there are many strategies for removing manganese (typically paired with iron) from water. Pressurized filter vessels with a media, such as Pryolox Advantage, is recommended to reduce the manganese levels to below the SMCL in a new deep aquifer supply, like the current treatment at the Ellsworth Water Station and WS7 Well 2B.

Silica levels are also elevated. Silica is an essential nutrient for animals and is related to bone development. In the presence of magnesium, silica can form scale in boilers and turbines. Concentrations greater than 30 mg/L are considered high. All City sources have silica levels between 45-60 mg/L as SiO₂. The EPA has not established a SMCL for silica. Currently, the City does not treat for silica at the Ellsworth Water Station. Therefore, silica treatment was not included in the deep aquifer treatment costs discussed in Section a.a.

2.2.2 Water Rights and Permitting Considerations

The City is evaluating options for changing existing water rights between water stations and to different aquifers, including new supply wells in the SGA. Based on the alluvial aquifer characteristics of the aquifer system and discussions with Washington Department of Ecology (Ecology) and GSI, the SGA and overlying alluvial aquifers are considered the same body of groundwater, allowing water rights to be shifted and consolidated, so long as the total water rights are not exceeded and no impairment is caused.

The City has submitted a water rights application to Ecology to consolidate all existing water rights making them supplemental to each other. The water budget neutral application does not increase either instantaneous pumping rates or annual water right quantities. Although this approach does not increase the City's water rights, it would allow distributing use of the existing authorized withdrawals among other well locations (points of withdrawal) within the water system. Priority dates would be maintained under the individual water rights under the consolidation permit. Moreover, no additional points of withdrawal or locations are requested with the application. However, the City is exploring options for and the feasibility of redistributing some of its well pumping operations to deeper alluvial aquifer units that have less PFAS risks. Water Resources Policies includes POL 1021 Priority Processing – Water Budget Neutral Projects would apply to this effort.

The City has requested a Cost Reimbursement Agreement to have GSI perform a Report of Examination (ROE). This ROE would document results from the hydrogeologic analyses for the planned new/replacement well pumping scenarios listed under this PFAS Management Plan. Results from the pumping scenarios must demonstrate no impairment to senior water rights, including surface water bodies having instream flows or closures. The consolidation approach also would include an analysis to quantify other potential detrimental impacts and identify potential mitigation alternatives.

Ecology reviews and decides whether to approve the consolidated water rights application based on the ROE findings. The process timeline is unknown at this time but can be on the order of 12 months or more. The processing mechanism and timeline are dependent upon Ecology to execute the Cost Reimbursement Agreement and approve the Application resulting in a (new) Permit.

The consolidated water rights application is a unique process that has been used by Ecology Southwest Region Office that works administratively like a water right change application. In this process, the City does not lose the “perfected” status of any of their water right certificates. The permit and ROE impairment analysis could be used to authorize construction and use of new wells in any aquifer. Furthermore, with issuance of the permit, the City would have the option to construct new/replacement wells within the authorized points of withdrawal through a Showing of Compliance.

Additional risks of new supply development of the SGA are discussed in Section 2.4.1, followed by details of the City's on-going water rights evaluation in Section 2.5.

2.2.3 New Supply Water Treatment

Development of a new well in the SGA would not eliminate the need for new treatment. The SGA is a confined aquifer with elevated levels of iron and manganese, both naturally occurring. If the SGA is developed as an alternative source, treatment for iron and manganese would be needed.

Due to the elevated levels of iron and manganese in the deep aquifer, treatment of this source would require filtration to reduce iron and manganese levels to below the SMCL. There are different filter media options, including greensand, pyrolusite, and other proprietary media like Pyrolox Advantage, of which all are a type of filter media used in pressurized filter vessels that are specifically designed to remove iron and manganese. Development of a new groundwater source

would require drilling a new well, installing a new raw water pump, and constructing a new treatment facility that includes pre-treatment and filtration.

Since the SGA is located below the Lower and Upper Orchards aquifers, the new wells would need to be drilled much deeper than the existing shallow wells. Once the well is drilled, a new ~~submersible~~ well pump would be installed (e.g., submersible pump or vertical turbine pump). The pump would deliver raw water to the treatment plant. The pump could be operated with a variable-frequency drive. A building would be constructed to house the pump as well as all required instrumentation and controls. Due to the depth of the well, this would be a high horsepower (hp) pump (likely greater than 300 hp).

For this option, raw water from the well would be dosed with caustic soda (sodium hydroxide) for pH adjustment, sodium hypochlorite for disinfection and oxidation, and potassium permanganate for oxidation. Oxidation enables the manganese to be removed by the Greensand filter media, and pH adjustment helps with the kinetics (speed of reaction) of the process. Sodium hypochlorite would be dosed in sufficient quantities to maintain a chlorine (disinfectant) residual throughout the treatment process and in the distribution system.

After chemical addition, the water would be filtered with an iron/manganese filtration system (e.g., ATEC filter unit). Post-filtration, there could be a need for additional corrosion control treatment, which would depend on the specific water quality and an assessment of distribution system water quality impacts. If corrosion control treatment is needed, then the system would require chemical storage and a feed system.

The treatment process may be housed in a new building, typically a concrete masonry unit building, depending on the specific type of filters used. Filter units can be housed outside as well, like at the City's existing Ellsworth WTP. For cost estimation of the proposed new supply option, a building was assumed to contain all of the chemical storage and feed systems, the pressurized filter vessels, and all required instrumentation and monitoring equipment. Since some water stations are currently dosed with sodium hypochlorite for disinfection and may be sized adequately to support additional demand, these systems can be reused in the new treatment systems if this option is implemented. Sites where gas chlorination is still in use will be converted to onsite sodium hypochlorite generation (OSHG) before or during treatment system installation.

A summary of tradeoffs and costs between options for new supply development compared to PFAS treatment at the impacted water stations are provided in Section 2.4.

2.3 PFAS Treatment of Existing Source Water

Rather than adding a new source, one option to address elevated PFAS levels is to implement PFAS treatment at each of the impacted water stations. Brown and Caldwell (BC) previously assisted the City with a preliminary evaluation of the feasibility to add PFAS treatment at six water stations, determined based on elevated PFAS levels above the Washington SAL's prior to release of the proposed MCL. The PFAS Treatment Feasibility Study (BC, 2022) included a conceptual site-specific evaluation to identify site constraints, treatment type, size, and layout for the six water stations. In addition, BC provided an estimate for capital and average annual operation and maintenance (O&M) costs. Since preparation of the study, the proposed MCL was released with lower levels, which impacts WS1 and WS7 as well (see PFAS level presented in Section 1).

Two popular technologies for PFAS treatment are GAC and strong base anion IX. GAC is often used as a filter media in pressurized vessels in a lead-lag configuration, meaning there are two pressure vessels in series. The outlet of the first pressure vessel is the inlet for the second pressure vessel. Over time, the GAC's adsorptive sites become exhausted and the media needs to be replaced. One

benefit of GAC media is that the media can be reactivated to avoid incineration and landfill. Regenerated GAC has a lower cost than virgin GAC and can reduce media O&M costs.

IX involves the interchange of ions on the surface of a media with other ions of like charge present in solution. When used with PFAS-contaminated water, the PFAS compounds will adsorb to the surface of the IX media and another anion will be deposited into the water. IX media is single use and cannot be regenerated, meaning that once it is used up it will need to be replaced with new media.

For either media, a lead-lag configuration ensures that when the media in the first vessel is exhausted, the second vessel will act as a backup and there will be no accidental PFAS contamination. Valves between the vessels are used to change the flow path either to switch the order of the vessels or backwash the vessels to clean the media.

The treatment systems were all initially sized for GAC treatment. WS4 was the most space constrained; therefore, the site layout was developed with strong base anion IX to compare the footprint and costs between GAC and IX. Site constraints in the PFAS Treatability Study were outlined for each water station, including media delivery access, discharge options (sewer or storm), and available space for the proposed facility. Table 2-2 summarizes the proposed design capacity and treatment system sizing for each water station, including WS1 and WS7. The number of vessel pairs range from three for the smallest sites up to 10 vessel pairs for the largest site.

Table 2-2. Design Summary for PFAS-impacted Water Stations^a

Water Station ID	Current Capacity (gpm)	Available Water Rights, Qi (gpm) ^b	Proposed Design Capacity (gpm)	Vessel Diameter (feet)	Volume per Vessel (lb)	Media Type	No. of Vessel Pairs Proposed for Build Out
WS1_GAC	23,400	23,400	10,000 ^c	12	40,000	GAC	10
WS1_IX	23,400	23,400	10,000 ^c	12	20,000	IX resin	6
WS3	6,175	6,000	6,000	12	40,000	GAC	6
WS4_GAC	8,500	10,700	10,700	14	60,000	GAC	8
WS4_IX	8,500	10,700	10,700	12	20,000	IX resin	6
WS7	800 ^d	1,250	3,333 ^e	12	40,000	GAC	3
WS8	1,250	2,750	3,333 ^e	12	40,000	GAC	3
WS9	9,800	10,872	10,872	12	40,000	GAC	10
WS14	3,200	3,200	3,200	12	40,000	GAC	3
WS15	1,000	5,000	4,000 ^e	12	40,000	GAC	4

a. Design summary from the PFAS Treatment Feasibility Study (BC, 2022), for all water stations except WS1 and WS7, which were developed as a part of this plan.

b. Available instantaneous water rights (Qi) are based on current water rights as of October 2023 and are not reflective of future water rights changes.

c. Proposed design capacity is approximately 50 percent of the water station capacity based on blending with other wells at this station to reduce the PFAS concentration below the proposed MCL.

d. Current capacity listed for well WS7-1 (800 gpm) from the shallow aquifer only. WS7 also includes WS7-2 (500 gpm) from the SGA.

e. Proposed design capacity assumes new well development in the shallow aquifer to increase production capacity based on proposed water rights assessment as of September 14, 2023 (refer to Section 2.5).

2.4 Comparison of Options

This section includes a comparison of the two alternatives, including tradeoffs and costs, and the overall considerations for implementation. Since a point source has not been identified, the remediation alternative discussed in Section 2.1 has been excluded from this comparison.

2.4.1 Tradeoffs

Table 2-3 outlines the advantages and disadvantages between a) new supply development from the deep aquifer, and b) PFAS treatment at the impacted water stations.

The new source alternative has the advantage of being PFAS-free but has many disadvantages when compared to the PFAS treatment alternative. Development of a new source will have a much higher capital cost and higher electrical (O&M) costs due to the high-hp pumps. In addition, this alternative has some uncertainties, including potential impact on neighboring water systems that rely on the same aquifer, potential construction delays or additional costs associated with new well development, and the risk of future contamination of the aquifer, which would require PFAS treatment. Risk of future SGA contamination is discussed further in the Risk of PFAS Migration from the Upper and Lower Orchards Aquifers to the Deep Regional Aquifer System memorandum (GSI, 2023).

Table 2-3. Tradeoffs of Alternatives: New Source vs PFAS Treatment		
Alternative	Pros	Cons
New Supply Development from Deep Aquifer	- Alternative source without PFAS - If new source is developed to replace <u>some</u> of the PFAS treatment systems, this option could add resiliency to the water system with a new supply	- Higher capital cost - Impact of new wells on Clark Public Utilities (CPU), Shin-Etsu Handotai (SEH) America, City of Portland, Rockwood Water People's Utility District, and City of Gresham systems are unknown - Potential for future SGA contamination^a - Potential for future demand on SGA - Potential unknowns with new well development add risk of unforeseen costs and/or schedule delays - Higher energy use - Treatment still needed for iron and manganese
PFAS Treatment of Existing Source Water	- Allows existing water supply to stay in operation - New water rights permitting is not required.	- Higher O&M cost for media change-out - Filter vessels are taller

a. Risk of future SGA contamination is discussed further in the Risk of PFAS Migration from the Upper and Lower Orchards Aquifers to the Deep Regional Aquifer System Memorandum (GSI, 2023).

2.4.2 Cost Comparison

This section compares the capital and O&M costs for the two alternatives. These comparisons will allow the City to take the short- and long-term costs into consideration when choosing between the two alternatives. Costs were developed for both a large and small site as representative of the options. Developing new supply at all the well sites is not feasible, so this comparison is specific to the sites where new supply development is a possibility versus implementing PFAS treatment. Cost is not the only factor in determining what approach works for each water station, as discussed in Section 2.4.1, but is an important factor to understand as one of the tradeoffs.

2.4.2.1 Capital Costs

Table 2-4 compares the estimated construction costs for the two alternatives. These costs were developed for a representative large and small site to capture the range of costs for the City's water stations, with the large site with capacity of 10,900 gpm (15.7 million gallons per day [mgd]) and small site with capacity of 4,000 gpm (5.8 mgd). Costs were escalated to the mid-point of construction estimated to be November 2028 based on the proposed timing of the WS15 treatment upgrades) for the purposes of this comparison, with an escalation by 22.6 percent, based on an escalation rate of 4.0 percent.

For a large site, the new well supply development with iron and manganese treatment is about 20 percent higher than PFAS treatment. For a smaller site, PFAS treatment becomes more economical, as an alternative water source cost is about 35 percent higher.

Table 2-4. Capital Cost Comparison for New Source Development Compared to PFAS Treatment

Site Type	Alternative	Upper Range (+100%)	Estimated Cost	Lower Range (-50%)
Large Site - 10,900 gpm (15.7 mgd)	New Supply Development from Deep Aquifer ^a	\$107,000,000	\$53,500,000	\$26,750,000
	PFAS Treatment of Existing Source Water ^b	\$90,400,000	\$45,200,000	\$22,600,000
	<i>Cost Difference</i>	<i>\$8,300,000</i>		
Smaller Site – 4,000 gpm (5.8 mgd)	New Supply Development from Deep Aquifer ^a	\$56,600,000	\$28,300,000	\$14,150,000
	PFAS Treatment of Existing Source Water ^b	\$39,900,000	\$19,900,000	\$10,000,000
	<i>Cost Difference</i>	<i>\$8,400,000</i>		

a. Cost for new source includes drilling new well, new raw water pumps, and new water treatment facility (greensand treatment system, e.g., ATEC, and water treatment facility building).

b. Cost for PFAS treatment is at WS9 with GAC treatment for large site (10,900 gpm), and at WS15 for the smaller site (4,000 gpm).

2.4.2.2 O&M Costs

Estimated annual O&M costs were developed for each alternative for the large and small representative sites and are summarized in Table 2-5. The costs include the main cost drivers, including the annualized cost for media change out for the given treatment system and the electrical power costs for raw water pumping, as well as staffing costs for typical O&M of the facility and media change out and backwashing for PFAS treatment. Costs also include sampling costs for the PFAS treatment option.

For the new supply development option, O&M costs were estimated based on the City's Ellsworth WTP, which is supplied by the deep SGA via high-hp pumps (300 to 500 hp) and includes a greensand filtration system. Raw water pumping costs were estimated for the Ellsworth WTP based on the deep well pump hp (500 hp) and typical operational conditions. The cost/MGD for the raw water pumping for Ellsworth was used to estimate costs for the large and small sites based on the sites average flow. The estimated costs were compared to operational electrical usage data and costs from Ellsworth WTP operations over the previous year (2022) for raw water pumping as a reference cost. The media replacement cost was estimated based on the change-out frequency for the Ellsworth filters (approximately 20 years) and the media replacement cost from 2015, escalated to 2023 dollars and converted to an annual cost. The annual media cost/MGD was used to estimate

the costs for the large and small sites based on the average flow for each site. Staffing costs for the treatment facility were estimated for typical O&M tasks.

For the PFAS treatment option, O&M costs were based on estimated raw water pumping costs developed for WS4 as a part of the PFAS Treatment Feasibility Study (BC, 2022). The main O&M cost for the PFAS treatment systems is pumping due to added head loss of the pressure vessels on the system, with approximately 80-hp pumps. Pumping costs were developed for WS4 to account for the head loss through the vessels, based on head loss curves for the media and vessels provided by the vendors, assuming Calgon F400 media for GAC. In addition to the pumping costs, the PFAS treatment alternative also includes an annualized cost for media change out. The change-out frequency differs by water station based on the percent of time each water station is operational. For this estimate, the media replacement costs for the large and small sites were estimated based on the same cost/MGD as the WS4 reference project, and an estimated change out frequency of 5-years. Refer to Section 6.3.1 for detail on the City's pilot study at WS4 and determination for the estimated frequency of media change outs used to inform the O&M costs. Staffing costs for the treatment facility were estimated for typical operation and maintenance tasks, similar to the new supply option, as well as staffing costs for media change out and backwashing based on the costs for the reference project (WS4), and adjusted to reflect the large and small site average flows.

In addition to the media replacement and raw water pumping costs, the PFAS operational costs include costs for sampling PFAS monthly. This is an added cost specific to the PFAS treatment systems for compliance, and is a notable cost increase compared to typical operational monitoring for an iron/manganese treatment system.

Table 2-5. O&M Cost Comparison for New Source Development Compared to PFAS Treatment

Site Type	Alternative	Annualized Media Change-out Costs	Annual Electrical Costs for Raw Water Pumping	Annual Sampling Costs	Annual Staffing Costs	Total Annual O&M Costs
Large Site - 10,900 gpm	New Supply Development from Deep Aquifer ^a	\$50,000	\$110,000	NA	\$18,000	\$178,000
	PFAS Treatment of Existing Source Water ^b	\$188,000	\$50,000	\$27,000	\$25,000	\$290,000
	<i>Cost Difference</i>					<i>\$112,000</i>
Small Site - 4,000 gpm	New Supply Development from Deep Aquifer ^a	\$17,000	\$39,000	\$0	\$18,000	\$74,000
	PFAS Treatment of Existing Source Water ^b	\$69,000	\$17,000	\$18,000	\$20,000	\$124,000
	<i>Cost Difference</i>					<i>\$50,000</i>

a. Costs were estimated based on operating costs at Ellsworth WTP in 2022 for well pumping and annualized greensand filter media replacement costs from Ellsworth WTP's filter replacement in 2015, adjusted to 2023 dollars.

b. PFAS treatment media replacement costs based on GAC media with an assumed bed life of 5 years for the reference site (WS4), with GAC media cost of \$2.30/pound (lb) (quote from Calgon Carbon for F-400 media as of October 2023). Raw water pumping costs based on \$0.0469/kilowatt-hour (Clark Public Utilities average annual 2023 energy rate for COV). Staffing cost includes costs for media change out and backwashing.

Figure 2-1 compares annual O&M costs between the new supply option and PFAS treatment, including the costs for media replacement, raw water pumping, sampling and staffing costs.

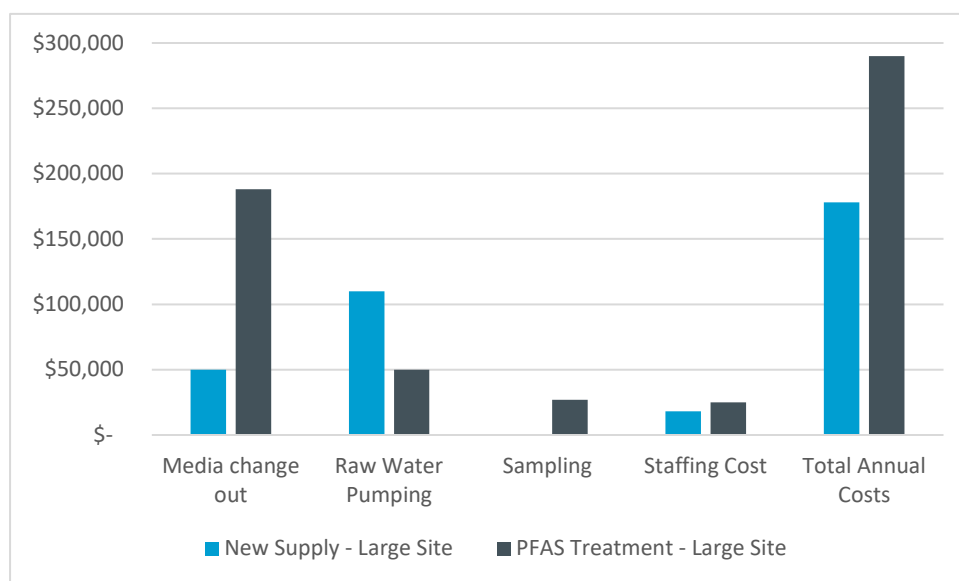


Figure 2-1. Annual O&M costs comparison between the new supply and PFAS treatment options

Overall, the total annual O&M costs for the new supply option were about 50 percent less than the PFAS treatment systems for the large and small sites. For both the large and small sites, the media change out is about four times the cost for the PFAS Treatment system compared to the new supply development option. The cost for PFAS change out is expected to be more given the greensand media has a long lifespan. Greensand media typically lasts at least 20 years, if not more, once the media breaks down due to repeat backwashing over the years. PFAS media on the other hand will be changed out more frequently with PFAS breakthrough. The media replacement cost will be realized as a total lump cost when the media is replaced, so the actual cost at the time of replacement is likely to be greater for the greensand filter(s) compared to the PFAS vessels, depending on the media costs and how many PFAS vessels need to be changed out in the given year.

For both the small and large sites, the estimated annual pumping cost is approximately twice the cost to pump from the deep aquifer with higher-hp pumps than required for the PFAS treatment systems. Overall on an annual basis, there will be more energy costs for the new supply systems for pumping.

2.4.3 Implementation Timelines

Approximate timelines to implement the two options are presented in Table 2-6 for new supply development and Table 2-7 for PFAS treatment. The timelines highlight the differences in implementation to consider when determining the approach for each water station.

Table 2-6. Approximate Implementation Duration For New Supply Development

Task	Description	Duration Range (Months)
1	Water Rights Consolidation Application	12 to 18
2	Piloting (if required)	4 to 6
3	Procure On-Call Well Designer (City task)	1 to 2
4	Test Well (design and drilling)	6 to 9
5	Well Drilling (bid, construction, testing, and design)	6 to 12
6	WA DOH Well Approval/Ecology Showing of Compliance	1 to 2
7	Prepare Request for Qualifications (RFQ) for Treatment Designer and Execute Contract ^a	3 to 4
8	Design (pumping and treatment design) ^a	10 to 12
9	Construction (pumping and treatment design) ^b	12 to 16
10	Start-up/Commissioning	1 to 3
Approximate Total Duration		48 to 78

a. Treatment designer will be procured during Task 5 and the design will begin following completion of Task 5.

b. Construction timeline could be impacted by long electrical equipment lead times.

Table 2-7. Approximate Implementation Duration For PFAS Treatment

Task	Description	Duration Range (Months)
1	Prepare RFQ and Select Designer (City task)	3 to 4
2	PFAS Treatment Facility Design	10 to 12
3	Construction ^a	9 to 18
4	Start-up/Commissioning	1 to 3
Approximate Total Duration		24 to 36

a. Construction timeline could be impacted by long electrical equipment lead times.

The PFAS treatment facilities would take approximately 24 to 36 months to construct for each site. In comparison, a new source and associated treatment facility would take approximately 48 to 78 months to construct for each site, or about 50 percent longer. Implementing a new source and associated treatment facility may require a pilot study to determine optimal treatment technologies, which would occur prior to the preparation of Request for Qualifications (RFQ) and selection of a designer. The main difference in time occurs from the test well and production well development. The timing assumes the design engineer for the water treatment system can be procured while the production well is being drilled and approved.

2.5 City Water Rights Evaluation

The City is conducting an on-going evaluation of its water rights portfolio to identify opportunities for drilling new/replacement wells in the SGA. Based on initial discussions with Ecology, the City is assuming that it can reallocate water rights between its deep and shallow wells so long as the total water rights stay the same. This provides opportunity to set production limits on existing wells closer to the current production while reallocating the surplus to a new/replacement well in the deep aquifer that would replace a well impacted by PFAS. Based on the City's current evaluation as of

September 2023, the City identified three water stations to consider for SGA supply development: WS6, WS8, and WS15. WS15 has historically been unable to produce water at any rates close to those defined in its development as a water station in the early 1980's. For this reason, WS15 will likely convert to a dominant SGA supply in the future. On the other hand, no decision has been made yet for WS6 and WS8 on whether or not they would stay in the Orchards Aquifer or go deeper into the SGA. Table 2-8 shows these different scenarios that will be guided in part by the hydrogeologic analyses with the consolidated water rights application. The rationale and considerations for developing these three water stations are discussed in the following section.

2.5.1 Top Sites for New Supply Development

Table 2-8 summarizes the proposed future instantaneous water rights (Qi) and treatment capacities, and rationale for potential new supply development for WS6, WS8, and WS15.

Table 2-8. Proposed Instantaneous Water Rights (Qi) and Treatment Capacities for New Supply Development					
Water Station	Scenario	Proposed Upper Orchards Shallow Water Rights (Qi) gpm ^a	Proposed SGA Deep Aquifer Water Rights (Qi) gpm ^a	Proposed Treatment Capacity (gpm) ^b	Rationale
WS6	Orchards	3,333	0	3,333	- Past wells produced excessive sand and have been shutdown so new well development necessary regardless of which aquifer - Detected levels of PFAS in the shallow aquifer requires treatment - City evaluating Upper Orchards Aquifer's ability to meet demand
	SGA	0	3,333	3,333	- Past wells produced excessive sand and have been shutdown so new well development necessary regardless of which aquifer. - City considering deep aquifer alternative. WS6 is a good candidate for developing a deep well(s).
WS8	Orchards	3,333	0	3,333	- Detected levels of PFAS in shallow aquifer requires treatment - Existing wells budgeted for replacement in 2028
	SGA	0	3,333	3,333	- Limited capacity from existing wells - City evaluating Upper Orchards Aquifer's ability to meet demand and considering deep aquifer alternative
WS15	SGA Only	0	4,000	0	Increased production out of shallow aquifer is not be feasible. Preference to develop full capacity from SGA
	SGA blended with Orchards	500	3,500	3,500	The 500/3,500 gpm proportions are anticipated to keep blended water below the current 4 ng/L PFOS/PFOA thresholds without PFAS treatment of Orchards water source.

a. Proposed instantaneous water rights (Qi) based on water rights evaluation as of September 14, 2023, provided by the City.

b. Proposed treatment capacity for PFAS treatment for the SGA only options, and for iron/manganese treatment for the SGA options.

WS6 is currently not operational due to high sand production from the four historical wells, all drilled from the Upper Orchards aquifer. One of the wells is abandoned due to excessive sand production and two wells are inactive, and the fourth well showed sand production when the well was first tested and is now only maintained to be available to the Urban Forestry Department for tank filling purposes. It has a maximum capacity of 65 gallons per minute (gpm) and does not pump into the distribution system. PFAS has not historically been sampled at this site due to the inoperability of the water station. Recently, the water station was sampled for PFAS with results above the proposed MCL. Given WS6's proximity to other water stations in the Upper Orchards Aquifer with PFAS detections, the City would plan for PFAS treatment if wells are replaced in the shallow aquifer. This water station is a candidate site for developing the deep aquifer in the future, with new wells drilled deeper. Both GSI (2023) & Aspect Consulting (2021) have indicated that the Upper Orchards Aquifer should be capable of producing the planned water rights usage amounts at the site.

WS8 is one of the City's smallest-capacity stations, with a current capacity of 1,250 gpm from two wells supplied by the shallow aquifer. A third well is abandoned due to deteriorating well screens. The City is considering development of new wells from the deep aquifer or PFAS treatment at this site.

WS15 consists of four wells supplied from the shallow aquifer with equal production of 500 gpm each; however, one of the four wells is not used due to excessive sand. The long-term sustainable rate for this water station from the shallow aquifer is estimated to be limited to 500 gpm; therefore, this water station is a top candidate site for development of the deep aquifer for long-term production. The City is considering development of the deep aquifer to provide the full proposed production of 4,000 gpm. If the full capacity cannot be realized, then the existing shallow wells will be maintained, and PFAS treatment can be added to treat the capacity of the shallow well.

2.6 Key Takeaways

Based on the evaluation of alternatives, the City has options beyond PFAS treatment to consider as part of the City's overall PFAS management strategy, along with some options that are not applicable or viable at this time, as follows:

- **Point Source treatment:** Pump and treat is not a viable option for the City given no PFAS sources were identified as part of the source evaluation completed by Confluence (Confluence, 2023).
- **New Supply Development:** New supply development has notable tradeoffs to consider compared to PFAS treatment. The overall conclusions are:
 - New water source development capital cost is notably higher (between 10 to 30 percent higher),
 - New water source development would take longer to implement, with a large range depending on the water rights determination (from 12 months to several years longer),
 - The unknowns in timing for water rights determination could limit implementation and risk meeting the EPA compliance timeline,
 - A new deeper water source will have higher pumping costs from the deep aquifer related to higher HP pumps (estimated to be upwards of 200 HP more for the deep well pumps compared to the PFAS treatment raw water pumps for some of the sites),
 - Equivalent production capacity in deep aquifer to existing shallow aquifer is not viable for all existing wells and will not be feasible at all the water stations.

In summary, new supply development from the SGA is a viable option to explore but not for all water stations, and it is not an option to fully replace PFAS treatment. The City is considering a “hybrid” approach instead, with a combination of new supply development at select stations and PFAS treatment at the remaining sites. The proposed treatment approaches for each station are presented as part of the implementation plan in Section 6.

Section 3

Interim Mitigation Measures

This section evaluates options that the City could pursue before treatment can be implemented at impacted water stations. The evaluation examines measures the City can take to reduce PFAS concentrations in the distribution system by shutting down a selection of wells for a period of time (i.e., curtailment) or wheeling and blending water in the distribution system.

This section also investigates options that can be employed in the interim for vulnerable populations. An overview of the options is provided, along with the evaluation results and the City's recommendations for options to consider for managing PFAS in the interim.

3.1 Curtailment

In systems with PFAS detections, a first action can be to shut down the source with elevated PFAS levels. However, the City cannot shut down all water stations with PFAS levels that exceed the Washington SAL prior to implementing treatment and still meet the City's water demands. Although the City has already prioritized the operation of wells with lower concentrations of PFAS at each water station, the City is further considering options to limit production at select water stations until treatment can be implemented.

To understand the prioritization of individual wells and where there is opportunity to reduce PFAS exposure, the wells were sorted by PFOS levels at each station (Appendix A). Based on review of the ordered list, there are several water stations with multiple wells that have PFOS and PFOA concentrations below the proposed MCL that could be prioritized during times of lower demands, when there is more flexibility with well selection. At high demand times, however, some of the water stations have to operate all wells (so long as production can keep up). One tradeoff of shutting off certain wells is the concern about equipment sitting for long periods of non-use, which results in potentially more start-up issues. To mitigate some of that concern, an alternative standard operating procedure could be developed to have the wells operated for short periods to exercise the equipment. Unfortunately, this can lead to increased electrical utility demand charges if not managed correctly.

In addition to shutting off individual wells, there are options to shutoff certain water stations in the future. WS15 and WS8 are two of the City's smaller stations with some of the highest PFAS levels. These two water stations can be shut down for periods of time and supplemented by other stations with lower PFAS levels. Specifically, WS15 supplies water into an elevated reservoir that serves the Heights High distribution system. If WS15 is shutoff, WS9 can supply the necessary production to the elevated reservoir to serve Heights High. Additionally, WS8 can be shut down and supplemented by WS7, WS9, or Ellsworth. An added benefit of the flexibility to shut down WS15 and WS8 is the ability to delay treatment at these stations beyond the compliance timeline. Delaying those projects can reduce pressure on the timeline to implement treatment at all stations by the compliance deadline (estimated to be by the end of 2028 as of October 2023). The ability to delay treatment upgrades at both WS15 and WS8 is advantageous as well because these two stations are potential candidates for development of new wells from the deep aquifer to replace the existing shallow aquifer wells. It takes more time to drill new wells and design and construct a new treatment system (as discussed in Section 2.4.3Implementation Timelines).

Shut down of WS15 and WS8 is dependent on operation of other water stations to supplement the flow. Current construction at other stations has prevented the City from shutting down those stations in response to PFAS detections, but in the future once construction is complete and the stations that are offline can be brought online, the City will have more flexibility to shut off WS15 and WS8 outside of high demand periods. At this time, WS15 and WS8 are often needed to meet the full system needs.

3.2 Blending

This section outlines considerations for blending to reduce PFAS levels in the distribution system. The City's water system was intentionally designed to create redundancy. Therefore, most water stations can serve multiple pressure zones. As PFAS treatment or deeper wells are implemented, there will be the ability to continue to lower PFAS concentrations in the distribution system.

Some of the options the City is already implementing or considering for blending in the interim are as follows:

- **Operating the Ellsworth WTP longer and at an increased capacity.** The Ellsworth WTP is served by the SGA, and has no PFAS detections. For most years in the past, this station was offline for a portion of the year during lower demand season (typically shut down November–April) because the cost of operation is higher than existing water stations with shallow wells. The Ellsworth well pumps require a higher horsepower to pump from the deep wells. The Ellsworth WTP could be operated for a longer portion of the year and at a higher capacity to supplement reduced production from other water stations with wells containing PFAS. This strategy is limited by an annual usage water right.
- **Operate WS1 at a higher priority over other water stations.** WS1 is the City's largest water station (23,400-gpm capacity) and is arranged with the flexibility to supply all the City's pressure zones. WS1 could be operated closer to its full capacity to supplement other water stations operated at lower production. There are limitations to long-term operation of the WS1 wells, and considerations for equipment wear. WS1 is currently operated to optimize the operational efficiency to reduce pumping costs. If wells are operated instead to supplement reduced production at other water stations, there will be an overall cost increase for operations in order to move the water across the service area.
- **WS7 blending.** WS7 has a unique option to blend down the PFAS concentrations within the water station itself. WS7 is one of the only water stations that is served by a combination of wells from the shallow Upper Orchards Aquifer (Well WS7-1) and the deep SGA (Well WS7-2). No PFAS has been detected from the deep aquifer well, whereas WS7-1 has detected an average PFOS of 6.2 ng/L and PFOA of 1.3 ng/L (Appendix A, Table A-1). Assuming the current station capacities and average concentrations, the combined flow-weighted concentrations from WS7 would be below 4 ng/L for PFOS and PFOA. If the average PFOS levels stay relatively consistent in the next several years, the combined flow from the two wells can blend PFOS and PFOA below the MCL.
- **Rental Treatment Unit.** Evoqua Water Technologies can provide a rental treatment unit (Figure with a 900-gpm capacity). The rental treatment unit (Evoqua's MitiGATOR™) includes an insulated trailer with two bag filters followed by six media vessels with either IX resin or GAC media (Figure). The MitiGATOR holds 40,000 lbs. of media. The GAC media is estimated to last 450 days, and the IX media is estimated to last 560 days if operated continuously. A final disinfection system is also needed. A rental unit could also be considered. Evoqua can rent the MitiGATOR. The initial mobilization with GAC media fill is \$180,000 and the monthly rental cost is \$18,000.

This rental unit could be utilized to blend PFAS levels down at specific sites or to help achieve compliance if for some reason the design/construction of a project was extending longer than anticipated.



Figure 3-1. Evoqua MitiGATOR mobile water treatment unit

3.3 Interim Mitigation for Vulnerable Populations

While not required by EPA or the State, the City is assessing options for a program to mitigate the risk of exposure to PFAS for the City's vulnerable population prior to implementing long-term systemwide PFAS mitigation solutions. This section outlines the interim measures the City evaluated, and tradeoffs between the different measures. The considerations for implementation, along with costs, are also presented, which the City used to identify recommendations for the preferred options. This section concludes with the City recommendations moving forward, and next steps, including developing an implementation plan for the interim measures.

The interim measures evaluated in this section are:

- Point-of-use treatment (e.g., under-sink filters, water pitcher filters)
- Bottled water
- Rebate program
- Pilot treatment unit
- Water filling station

The interim measures are envisioned to be in use for 3 to 5 years prior to treatment at the City's impacted water stations. Point of entry mitigation where supply enters the distribution system (i.e., full scale PFAS treatment) is considered a long-term mitigation option and is not included in the interim mitigation options discussed below. Additionally, whole-home units were discussed as an option, which would treat all water entering the home. However, given the risk for PFAS is chronic and not a main concern for non-drinking water uses (e.g., showering), the whole-home units were not considered an interim measure. Moreover, the long-term goal is to provide water that meets the EPA's proposed MCLs to all customers through full-scale treatment. Providing whole-home units didn't appear to be an efficient option as an interim solution.

Vulnerable populations are defined for this Plan as City water users who may not have the financial means to implement their own interim solution if they desire. Qualifying as a vulnerable population is proposed to be based on using the federally Low-Income Home Energy Assistance Program (LIHEAP) income threshold levels. LIHEAP is a grant program with established low-income thresholds that Clark Public Utilities utilizes to determine income eligibility; it could be expanded for determining

customer qualification for financial support for the interim measures. The specifics of how the program will be administered will be developed as part of the implementation for the selected measures. Approaches for administering the program are discussed in Section 3.3.3.1.

To estimate the anticipated number of residents in need that qualify for City assistance, a vulnerable household was defined based on income using the LIHEAP income threshold levels. Clark Public Utilities (CPU) reported there are currently 4,000 vulnerable households served by the electric utility that already receive energy assistance through the existing Clark Public Utilities LIHEAP program (CPU, 2023). According to the 2022 Census, there are 184,173 households in Clark County, of which 75,663 are located in the City. This provides a ratio of Clark County households to City households equaling 2.43. Additionally, the City of Vancouver's water service area is about 40 percent larger than the City limits. Based on these assumptions, the City's vulnerable population was estimated to be approximately 2,300 households.

The following sections summarize how the City evaluated the interim measures based on value-based criteria to identify the best options to consider for implementation. Details of the evaluation and scoring are provided in the Interim Measures Alternatives Evaluation Technical Memorandum (Appendix B).

3.3.1 Interim Mitigation Options

The interim measures included in this evaluation are described in the sections below, followed by the estimated implementation costs in Section 3.3.2, and a summary of the tradeoffs in Section 3.3.3.

3.3.1.1 Point-of-Use Treatment

In the interim, one approach for mitigating the risk of PFAS exposure is to add a filtration unit at the point-of-use in individual homes. A public water system cannot rely on point-of-use treatment for primary treatment to achieve a regulatory standard. Therefore, these measures would be temporary and interim, and these treatment units would not become points of compliance for the public water system.

There are currently no federal, state, or local regulations that require in-home water treatment systems to meet safety and performance standards. However, the National Sanitation Foundation (NSF) is a global independent organization that develops public health standards and certifies in-home water treatment systems that voluntarily meet NSF standards for safety and performance (NSF, 2023a).

Standards for point-of-use systems include (NSF 2023b):

- **NSF/ANSI 42.** Filters reduce aesthetic impurities such as chlorine and taste/odor.
- **NSF/ANSI 53.** Filters reduce a contaminant with a health effect that is regulated by the EPA.
- **NSF/ANSI 401.** Treatment reduces emerging contaminants that may not yet be regulated by the EPA.

It's important to note that these standards have not been updated to reflect EPA's recent proposed MCL for PFAS. NSF will update its standards once the EPA finalizes the national standard for PFAS in drinking water. Per email correspondence to BC in August 2023, the Vice President of the Water Division at NSF estimated that NSF standards would be updated at the end of 2024. Once the standard is updated, certification organizations can set implementation periods, which are typically 1 to 3 years. Given this timeline, interim measures will most likely not have NSF certification data available before they may be implemented.

A selection of filters with cartridge-style filter replacements that meet NSF standards and have available data on the reduction of PFAS are presented in Table 3-1. A more extensive State-provided

list of filters that the public can consider using for PFAS removal is provided in Appendix C. The options evaluated include under-sink units, faucet-mounted units, and water pitchers with replaceable filters.

Table 3-1. Point-of-Use Treatment Interim Mitigation Options

Type	Make and Model	Filter Media	NSF Certification Standards	PFOS and PFOA Concentration in Treated Water	Treatment Capacity per Filter Cartridge
Under-sink three-stage filtration system that dispenses treated water via a new faucet (in addition to existing) ^a	Aquasana Claryum® AQ-5300	20-micron sediment filter, activated and catalytic carbon media, and IX resin	42, 53, and 401	< 70 ng/L	600 gallons
Under-sink filter that dispenses treated cold water via existing faucet ^b	Hydroviv	Blend of carbon and ceramics	42 and 53	< 10 ng/L ^c	720 gallons
Faucet-mounted filter attached on the end of existing faucet	ExtremeLife	Carbon fiber technology	42 and 53	< 16 ng/L ^c	400 gallons
Water pitcher that treats the faucet water as the pitcher is filled	Clearly Filtered	Proprietary Affinity® filtration technology (mesh screen, coconut GAC, composite shell)	42, 53 ^d	< 5 ng/L ^c	100 gallons
Under-sink three-stage filtration system that treats cold water for existing faucet ^b	Clearly Filtered model CF-UTSF	Proprietary Affinity® filtration technology (priming filter, GAC, fluoride filter)	42 ^d	< 2 ng/L ^c	2,000 gallons

a. This new faucet would dispense only treated cold drinking water.

b. This existing faucet would dispense treated cold drinking water when the cold water line is all that is opened; when the warm water line and cold water line are both open on this existing faucet, a blend of treated cold and untreated hot water would be dispensed.

c. Concentrations shown are the limits of quantification, where neither PFOS or PFOA were detected at or above the respective concentration shown.

d. Tested by third party and not-NSF.

Some products, like the under-sink Aquasana AQ-5300, have NSF 42, 53, and 401 certifications and available data showing treatment can meet EPA's 2016 HAL of 70 ng/L for the concentrations of PFOS and PFOA (Aquasana, 2022). ExtremeLife's faucet-mount unit is another option, with testing showing removal below the EPA's 2016 HAL's, but does not have data showing the filter can remove PFAS below the SALs. Other products, like the Hydroviv under-sink filter (Hydroviv, 2017) and the Clearly Filtered water pitcher and three-stage filtration system have data showing treatment can meet the SALs of 10 ng/L for PFOA and 15 ng/L for PFOS. Testing of the Hydroviv filter by the City has shown it can decrease the levels of PFOA and PFOS to non-detectable, with influent PFAS levels around the average levels measured in the City's water supply. The Hydroviv filter is NSF 42 and 53 certified, whereas the Clearly Filtered water pitcher (in-pitcher filter) was tested by a third party that meets NSF 42 and 53 standards, but has not been certified by NSF. A photo of an under-the-sink product is shown in Figure 3-2. A photo of a pitcher water filter is shown in Figure 3-2.



Figure 3-2. Under-sink treatment unit



Figure 3-2. In-pitcher water filter

Table 3-2 shows performance data for the Clearly Filtered water pitcher. This filter is close to meeting the EPA's proposed MCL of 4 ng/L (Clearly Filtered, 2023a), with performance data indicating PFOS and PFOA concentrations of less than 5 ng/L.

Table 3-2. PFAS Removal Data for Clearly Filtered Water Pitcher			
Contaminant	Challenge Water (ng/L)	Filtered Water (ng/L)	% Removal
EPFB	100	<5	>95.0%
GenX	900	<5	>99.4%
NFBS	100	<5	>95.0%
PFBS	100	<5	>95.0%
PFBA	100	<5	>95.0%
PFNA	100	<5	>95.0%
PFOS	1000	<5	>99.5%
PFOA	500	<5	>99.0%
PFHA	100	<5	>95.0%

ng/L = nanograms per liter

Clearly Filtered also makes an under-sink filtration system that can meet EPA's proposed MCL of 4 ng/L (Clearly Filtered, 2023b). Table 3-3 presents the performance data for the Clearly Filtered three-stage under-sink water filter system. This system was tested by a third party to meet NSF 42, but no additional NSF standards.

Table 3-3. PFAS Removal Data for Clearly Filtered 3-Stage Under-Sink Water Filter

Contaminant	Challenge Water (ng/L)	Filtered Water (ng/L)	% Removal
Fluorotelomer alcohol 8:2	1040	<2	>99.8%
PFBS	1040	<2	>99.8%
PFDA	520	<2	>99.6%
PFHxS	1040	<2	>99.8%
PFHxA	520	<2	>99.6%
PFNA	520	<2	>99.6%
PFOS	1040	<2	>99.8%
PFOA	520	<2	>99.6%
PTFE	1040	<2	>99.8%

ng/L = nanograms per liter

Based on review of the point-of-use options, there are options that have data showing compliance with the proposed MCL, including the in-pitcher water filter, and under-sink units. The faucet-mount filter option has more-limited data, and no available products have published removal data showing effluent concentrations below the proposed MCL. Additionally, when discussing with Denver Water regarding their point-of-use filter program for lead removal, they ruled this option out given the variability in faucet types, and that this option did not work for households with detachable faucet heads (A. Woodrow, personal communication, October 30, 2023). Additionally, it has been shown that use of hot water through the faucet-mount filter can cause water quality issues with the filter. For those reasons, the faucet-mount unit was screened from the list from further scoring and not included in the list of options for consideration.

Table 3-4 summarizes implementation considerations for the initial installation of the in-home mitigation options. The options are grouped by the type of filtration system including pitcher filters, under-the-sink filters attached to existing faucets, and under-the-sink filters with a new separate faucet installed.

Table 3-4. In-Home Interim Mitigation Implementation Considerations

Implementation Consideration	Pitcher Filtration	Existing Faucet Filtration	New Faucet Filtration
Direct to user delivery option from vendor for filter housing and replacements	✓	✓	✓
Small and lightweight for user to self-transport easily from central pickup location or can be easily shipped to homes	✓	✓	✓
Replacement cartridge easily installed or replaced	✓		
May require plumber to install filter and not easily installed by all users		✓	✓

Logistics for delivery to home addresses would be part of the implementation program for all of these options. The City could consider setting up a centralized distribution hub for product pickup as an option for the initial filter installation and for filter replacements. This option may not be equitable for those with limited or no transportation. To mitigate that limitation, the City could offer an option to deliver filters for community members who request delivery. Additionally, all three options have a “direct to user delivery” subscription service through the filter company that can be considered to mitigate limitations for some customers who may not have transportation available. Another benefit of this option is that the City could allow customers that do not meet the low-income threshold to join the program at their own cost.

Pitcher filters have the benefit of not requiring any installation or set-up. The replacement cartridge is easily changed out from the pitcher unit. Under-sink filtration options, however, will require tools and possibly a plumber to ensure proper installation, depending on the existing sink and the filter unit type. Given the range of accessibility within the vulnerable population, the City may consider multiple means to provide customers with the tools necessary for installation. In some cases, it may be necessary to have a plumber install the units and replace the filter cartridges regularly, which the City could provide support for with a specific list of available plumbers and financial assistance for the service. Additionally, the City may consider preparing educational videos to show the installation process, prepared in accessible formats and in multiple languages representative of the community, for customers who would have access to the required tools necessary for the installation. The costs conservatively assume an installation cost for the filters by a hired plumber. This service may not be needed for all households.

Denver Water Point-of-Use Filter Program

Denver Water, serving the greater Denver, CO area has an active point-of-use filter program for lead compliance. To address lead in household plumbing and meet the Lead and Copper Rule (LCRR) requirements, Denver Water developed a program to provide point-of-use water pitchers to 105,000 households. The point-of-use filter program is an alternative treatment technique to achieve regulatory compliance.

Denver Water selected point-of-use water pitchers over other in-home mitigation options. Data from faucet mount systems showed many homeowners did not use them correctly and there was concern about applicability for households with faucets with hoses that detach. Denver Water only investigated under-the-sink options that needed a dedicated spout and so there was a concern about applicability. Similarly, refrigerator filters are not widespread and so this option was also ruled out. Denver Water considered a rebate program, but because this program was considered as an alternative treatment technique, it was critical to have confidence that households were utilizing a lead-free treatment option and a rebate program couldn’t provide that assurance.

To implement their program, they put out a request for proposals to request services for managing the program and then another RFP for delivery of the initial water pitchers and managing the routine replacement of water cartridges. The City could consider this approach and either set up a contract with one filter manufacturer that can administer the subscription service or put out a request for proposals to hire someone to administer the initial delivery of a filter, replacement filters, and manage changes in residency for qualified families.

3.3.1.2 Bottled Water

There are currently no federal, state, or local regulations requiring bottled water to be certified or documented as PFAS free. However, the International Bottled Water Association (IBWA) requires bottled water companies that are members of the association to test their bottled water products yearly for PFAS. IBWA requires members to limit PFAS in bottled water to 5 parts per trillion (ppt) for

any one PFAS, or 10 ppt for more than one PFAS. This level does not meet the EPA's proposed draft rule of 4 ppt for PFOS and PFOA (IBWA, 2023), but it would meet the Washington SALs.

Purchased bottled-water options considered for this evaluation include 5-gallon jugs affixed to water towers (Figure 3-4). Specifically, Culligan and Crystal Springs water cooler delivery services were evaluated. Costs presented in Section 3.3.2 are reflective of the delivery service, which includes the water cooler and tower (a combined system) and 5-gallon bottled water jugs. Delivery services would be limited to bottled water that are part of the International Bottled Water Association (IBWA), which require bottled water companies that are members of the association to test their bottled water products yearly for PFAS. The bottled water jugs are traded back to the delivery service and switched out for new filled bottles on a monthly basis. The household would need space to store the five 5-gallon water jugs through the month, and a location for the water cooler tower.



Figure 3-3. 5-gallon water cooler tower

The City could work with the bottled water companies directly to establish subscription services for households, or have customers apply for payment set-up by the City. Administration of the program would depend on the selected bottled water supplier and the options they have for subscription services. The City of Benton Harbor, MI operated a bottled water program where they offered pick up of bottled water from a central location, as well as an option for homebound delivery of bottled water for those in need of that service. Customers in need were able to arrange water delivery to the homebound or residents without transportation, with staff available to provide the service (Sutfin, 2023).

Small individual-sized bottled water containers are not included in this evaluation because they are less desirable from a logistics and environmental impact standpoint. The City's Climate Action Framework (CAF) was adopted in December 2022, with a blueprint to reduce greenhouse gas emissions and build resiliency to climate change impacts. One of the six key areas for the City's vision is to reduce waste per capita. Providing bottled water as an interim measure, while not contributing to plastic waste generation in the long-term, will still result in an increase in plastic waste from plastic water jugs, that would otherwise not have been used by households who drink City tap water. Additionally, there will be additional greenhouse gas emissions from the truck transport for delivery of bottled water to homes through a subscription service. Regardless of which bottled water option is used, bottled water has a negative environmental impact in this regard.

3.3.1.3 Rebate Program

An alternative approach to the City purchasing and distributing in-home mitigation measures is for the City to instead provide financial assistance to the public so they can purchase their own bottled water or point-of-use treatment systems. This could be implemented as a rebate program coordinated through the City's public utility billing department that would give vulnerable members of the public an automated rebate on their utility bill or as a retroactive payment to reimburse a purchase. Customers would need to submit an application to determine eligibility for either option. Once eligibility is confirmed through an application process, there are different approaches to disperse the rebate. Either eligible customers automatically receive the rebate amount dispersed through the automated monthly billing system, or as a reimbursement through a request form.

Rebate as Monthly Stipend

Approaches for rebate programs vary depending on the utility and regulatory agency. The City of Woburn, MA, and the Town of Wayland, MA, have implemented rebate programs while addressing the PFAS issue in their water systems, guided by the Massachusetts Department of Environmental Protection framework for implementing a rebate program during a drinking water emergency (MassDEP, 2021). The City of Woburn has implemented a rebate program specifically for their sensitive population (Woburn, 2023). The sensitive population is defined as pregnant women, nursing mothers, infants, and people diagnosed by their health care provider to have a compromised immune system. A monthly rebate of \$30 is provided as a monthly stipend, not as a reimbursement. Massachusetts Department of Environmental Protection (MADEP) has a state MCL of 20 ppt for the sum of six PFAS compounds. Compliance is required quarterly. The City assesses compliance on a quarterly basis and if the average of three months of samples exceeded the state MCL, then the City provides the monthly rebate for each month that exceeded the state MCL. For example, if a quarter's (October, November & December) average was 23 ppt with November and December exceeding the 20ppt then the City would provide a rebate of \$60 for the two months that were non-compliant in the quarter that was non-compliant. Only one rebate is provided per household.

The application process begins when the water bills are mailed out semi-annually so they can use the water bill as proof of residency. Customers need to provide proof of residency and submit letters from their doctors stating that they are immunocompromised. This letter is required once. Continual letters are required for pregnant, nursing mothers, and infants. Approximately 150 customers participate in the program and the program is administered by the Billing Manager. The program takes roughly 5 hours per week to execute. More of the Billing Manager's time is spent to answer PFAS related calls to increase customer understanding. A description of the City of Woburn's Bottled Water Rebate Program is provided in Appendix D.

Another example of a stipend program is from the Town of Wayland, MA. The Town provided a rebate specifically for bottled water in a monthly stipend of \$32, based on the estimated cost of bottled water for a household. Over 600 customers have participated in the program based on the status of a member of a household being in a sensitive population. \

This is an example the City could use for developing a similar program either for bottled water or POU filters, with some notable differences. The City could take a similar approach, however the program would need to involve an application process to confirm eligibility for financial assistance. This could be done through one of the City's existing programs or partner programs, like the Help to Others (H2O) Program, which is a Utility program to help qualifying low-income residents pay for their water and/or sewer charges. Refer to Section 3.3.3.1 for additional program administration considerations for determining eligibility.

Rebates for Point-of-Use or Bottled Water Purchases

One concern of the automated stipend, is that the rebate would not ensure a household receives water treated for PFAS, since any money received could be used for other household needs that take priority at the time of receipt. To try to ensure that the rebate goes towards its intended goal, the program could be organized with as a reimbursement where the customer would provide proof of purchase and receive a reimbursement through their utility account or check. This would be similar to the City's existing Tree Refund Program where customers can be reimbursed for purchasing and planting trees. Customers fill out an application form, provide a receipt of tree purchase, and City staff visit the tree at the site. A refund is received via mail.

Another example of this type of program would be the Medford Water Commissions water conservation toilet rebate program. Customers with an active water account can fill out a two-page reimbursement form with proof of purchase, and photos of the installed unit. Medford Water reimburses customers a set amount depending on the type of toilet and water savings from \$40 to \$85. An example of Medford Water Commission's toilet rebate application form is provided in Appendix D.

Compared to the rebate program that is more similar to a stipend, the administration of this rebate program would be more onerous for City staff and the customer.

Summary

While the rebate program would not require City staff or vendors contracted by the City to perform field work to distribute or install a mitigation option, it would require a registration or application process for qualifying vulnerable households and staff time to administer the program depending on the approach. Tying the qualification process to an existing utility bill assistance program could reduce the amount of coordination needed from City staff to process applications.

3.3.1.4 Pilot Treatment Unit

As an alternative to providing bottled water, the City could consider using a pilot treatment unit(s) near an existing groundwater water station. The units are mobile and can be transported where needed in the water system. For this option, customers could fill reusable water containers on select days or times with City staff present. The City could provide to vulnerable households an initial set of high-quality fillable water jugs with attached spigots. This alternative assumes that the treatment unit is designed to treat to less than EPA's proposed MCL. The City would test the water monthly to ensure PFAS removal continuously meets the proposed EPA MCL and Washington SALs.

Evoqua provided a quote for a 20-gpm or 50,400-gpd pilot treatment unit that would cost roughly \$81,000, with media change out costing approximately \$15,000. This option would likely require multiple units at multiple locations to meet the demand and to provide multiple options for filling throughout the City. The costs presented in Section 3.3.2 are based on building two custom Evoqua pilot treatment units capable of treating 20 gpm each. A third unit could be necessary. The costs and design of this type of system could be fine-tuned if the City decides to pursue this option in the future.

A raw water and finished water equalization tank would also most likely be needed for managing flows from the supply to allow for more continuous production and for storage of finished water for distribution to customers. The finished water tank would need the option for the community to fill jugs of water or a water filling station would be required. The City's existing water filling station could also be utilized for one of the pilots.

A 7-gallon jug and spigot are estimated at \$26 each. One-gallon containers could also be used. Four 7-gallon jugs per household were assumed for cost-estimating purposes. This is a standard size for emergency water supplies; however, each jug weighs approximately 60 pounds when filled, so this

option will present transportation challenges and not be feasible to all of the vulnerable households.

A key consideration for this option is where it is feasible to locate a pilot treatment unit that has capacity for the added traffic of customers entering and existing a pickup location. Not all existing water stations would accommodate this option. One initial concept was to place the pilot unit at WS8 and to park the water filling station in the Covington Middle School near NE Rosewood Avenue and across the street from WS8. This would allow for easy refilling of pilot treated water into the water filling station. The school's permission would be required.

While the City could provide fillable jugs to only vulnerable households, the pilot treatment units and fill locations would not be limited to just vulnerable households. The filling locations would be open to anyone in the community to use and would likely need staff present during filling hours. Additional staff time would be needed for the design, construction, and commissioning of the pilot treatment units. There would also be time associated with the unit operation. This option would likely require one to two additional full-time equivalents that would most likely not be an interim hire, meaning this cost would be continually incurred by the City after treatment is implemented. These new staff persons could likely support PFAS treatment operation in the future. Two certified water treatment plant operators were assumed for cost-estimating purposes, with a burdened salary (i.e., including employee benefits). In addition to adding staff time, safety is a concern with having staff in contact with customers. Staff monitoring the filling hours would need to receive additional training to handle potentially confrontational customers, which is not something City operators would typically have to deal with in their current roles.

Grant funding from the Federal Emergency Management Agency (FEMA) may be available as part of a pre-emergency preparedness. The City of Lake Oswego was able to secure FEMA grant funding from the Nonprofit Security Grants Program (Duncan, 2014). Other municipalities have employed emergency treatment units for added resiliency. For example, Eugene Water and Electric Board built its own mobile/pilot treatment unit.

One benefit of the pilot treatment unit option is that either GAC or IX media can be installed and operated, so the pilot treatment units could be an outreach tool for the City to use to educate the community about the future treatment that will be installed full-scale at other water stations. The units could also be used for operator training.

For vulnerable populations, it would be more challenging to access the clean water. This option was scored with the other measures to evaluate against the scoring criteria, discussed in Section 3.3.4.

3.3.1.5 Water Filling Station

Another concept is to use mobile water filling stations instead of a pilot treatment unit. Water filling stations could provide water supply from the Ellsworth WTP or Well WS7-2 at WS7, where PFAS concentrations have not been detected. The water filling stations could be trailer-mounted and mobilized to select City locations where customers can fill water jugs with Ellsworth finished water.

The City already has one water filling station that can be connected to a distribution system hydrant. For this option, the City's existing filling station unit would need to be located at a hydrant only served by the Ellsworth WTP and in an area accessible by the public. Unfortunately, finding a location only served by Ellsworth accessible to the public would be difficult and would not be in a low-income area. This is a major logistical challenge for this option, with the need to fill multiple trailer-mounted water filling stations with Ellsworth water on a routine basis (potentially daily) and mobilize to select City locations. The mobile filling stations would also require a dedicated truck fleet to transport the fill stations to and from the Ellsworth WTP (or WS7).

An example mobile water filling station is from Wastecorp Pumps, LLC that has a capacity of 1,600 gallons and costs \$64,000. This unit is designed to hold drinking water and includes sample taps that disperse water from the unit. The trailer-mounted systems are self-service, and include a generator and pump (Figure 3-4).



Figure 3-4. Trailer-mounted water filling station

To meet the needs of the vulnerable population, assuming a community member would bring jugs to fill up once per the week, roughly nine mobile water stations would be needed. If the capacity of the system could be increased to 2,500 gallons, then roughly six water stations would be needed. Four 7-gallon jugs may be an option for the community to fill water; however, as mentioned, each jug weighs approximately 60 pounds when filled, so this option may not be feasible to all vulnerable households. Additionally, the water stations would be difficult to limit to just the vulnerable populations; therefore, additional filling stations may be needed to provide enough to serve customer demand.

Water quality would need to be managed in the water station tanks, with daily monitoring of the chlorine residual. Daily refills may be needed, which would create a significant operational burden on the City's current operations.

Conversely, a benefit of water filling stations are that they could be used in emergencies or at other public events where potable water needs exist.

This option was screened out from further consideration for not meeting the Council's expectations for equity. These water filling stations would make access to water more inaccessible (i.e., the previously discussed transportation challenges it presents to some vulnerable populations). Additionally, there are numerous logistical challenges associated with establishing fill stations throughout the City.

3.3.2 Interim Mitigation Costs

Costs for the interim mitigation options are summarized in Table 3-5 and Figure 3-5. The interim measures would be implemented during the period ahead of when the long-term solutions can be implemented. Based on the proposed EPA compliance timeline, the long-term treatment solutions would be online within 3 to 5 years. Therefore, the costs for the interim measures are presented for the 1-year and 5-year timeline.

Staffing costs are included for the pilot treatment unit because it is assumed that two additional water treatment operators will be needed. The other options assume that additional staff time will be needed, but it can be absorbed into the existing customer service team demands.

Table 3-5. Interim Measures Mitigation Costs for City Vulnerable Population										
Program Name	Brand/Type	Components	Initial Equipment Cost	Household Installation Cost	Replacement Filter ^a /Bottle ^a /Media	Replacement Interval ^d	Annual Staffing Costs	Annual Sampling Costs	1-Year Cost for Vulnerable Households ^b	5-year Cost for Vulnerable Households ^b
Point-of-Use Treatment	Aquasana AQ-5300 Under-sink Filter	Filter + 1pk of replacement cartridges	\$175	\$300 ^c	\$80	6 months	Assume programs can be implemented with existing staff	Assume no additional sampling required	\$1,261,000	\$2,715,000
	Hydroviv Under-sink Filter	Filter + cartridge	\$175	\$300 ^c	\$86	6 months			\$1,275,000	\$2,843,000
	Clearly Filtered Under-sink	Filter housing + cartridge	\$495	\$300 ^c	\$396	9 Months			\$2,706,000	\$7,205,000
	Clearly Filtered Pitcher	Filter pitcher + cartridge	\$86	\$0	\$50	2 Months			\$758,000	\$3,457,000
Bottled Water	Culligan Water Coolers	Dispenser tower + 5-pk of 5-gallon bottles	\$59	\$0	\$59	Monthly			\$1,614,000	\$8,070,000
	Crystal Springs Water Coolers	Dispenser tower + 5pk of 5-gallon bottles	\$54	\$0	\$54	Monthly			\$1,471,000	\$7,353,000
Rebate Program	Clearly Filtered Pitcher	Filter pitcher + cartridge	\$86	\$0	\$50	2 Months			\$758,000	\$3,457,000
Pilot Treatment Unit	Evoqua Custom Mobile Treatment Unit	Two, 20-gpm mobile treatment units + 2,300 sets of four 7-gallon refillable jugs ^b	\$635,000	\$318,000	\$19,000	12 months	\$437,000	\$6,000	\$1,396,000	\$3,244,000

a. Costs assume subscription service where vendors directly deliver to households.

b. Number of vulnerable households was estimated to be 2,300 households for cost-estimating purposes, based on an approximate number of City of Vancouver customers that would qualify for federal LIHEAP assistance.

c. Assumes a licensed plumber and 2 hours per installation and includes insurance. Assumes no other plumbing costs or repairs would be required; does not include O&M costs such as gaskets or seals for filter housings.

d. Replacement intervals for filters and bottled water are based on vendor-provided information for an average family size of four.

e. Rebate program could be offered with an equal value of the other options; point-of-use filters, water pitchers, or bottled water, or a combination of options depending on the preferred approach. Costs presented for point-of-use water pitchers.

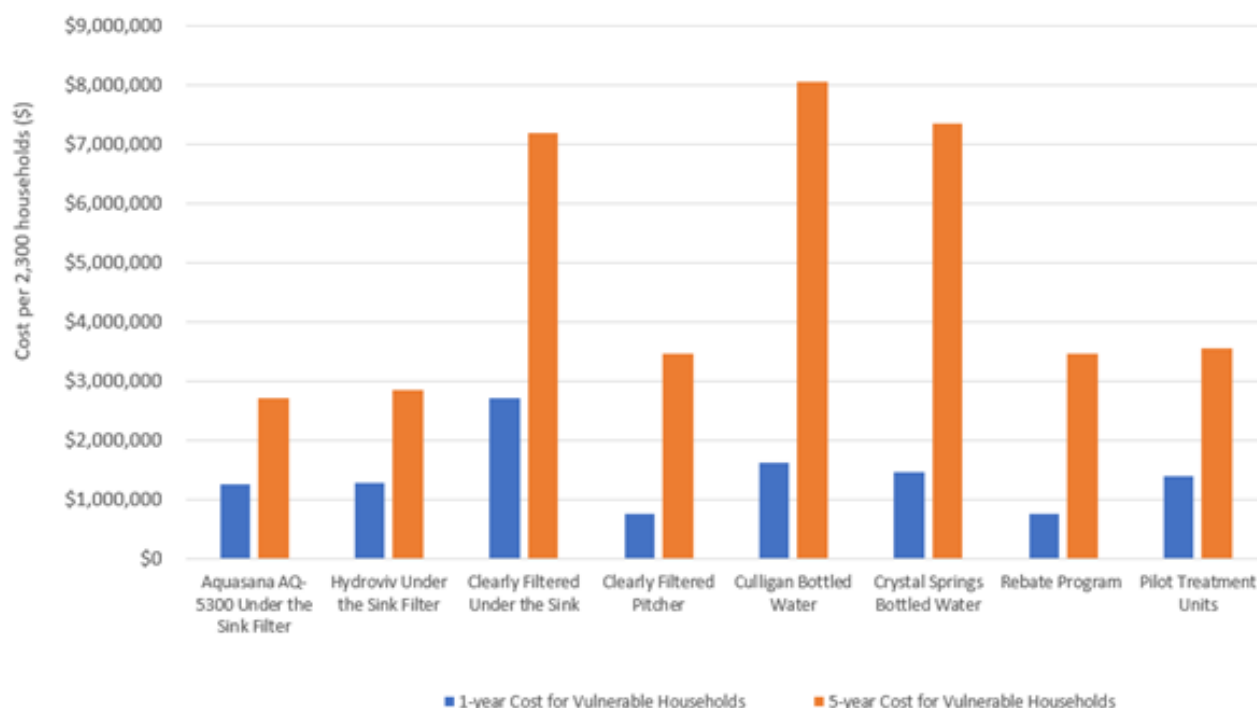


Figure 3-5. Interim measure mitigation costs for vulnerable populations

Rebate program cost presented for Clearly Filtered Pitcher option. Rebate program could be provided for Under-sink units or bottled water.

The lowest cost option over a 1-year period is the Clearly Filtered water pitcher. The next most-affordable options are the Aquasana and Hydroviv under-sink units. The cost for 5 years of service for bottled water or the Clearly Filtered under-sink unit are similar and have the highest costs of the options considered. The rebate program is proposed to be equal cost to the POU water pitchers option for comparison purposes. The exact rebate amount would be refined based on the selected rebate program options, and the market prices for filter units or water pitchers and install costs at the time of the program implementation.

3.3.2.1 Cost for Full Water Service Area Implementation

Table 3-6 summarizes the costs for implementing the preferred interim measures for the full City of Vancouver water service area. The service area as of September 2023 is 69,896 households. The cost would exceed the cost to implement PFAS treatment in the long term. These costs assume all customers would participate in the program for the point-of-use option with water pitchers, or the City would provide the rebate program to all current customers. Given the City's plan to implement PFAS treatment within the proposed EPA compliance timeline, and efforts to limit exposure long-term to reduce the chronic risk of PFAS, the City is not planning to implement interim measures beyond the vulnerable population.

Table 3-6. Interim Measures Mitigation Costs for Full Service Area ^a

Program Name	1-Year Cost for Full Service Area	5-Year Cost for Full Service Area
Point-of-Use Treatment or Rebate Program - Water Pitchers ^b	\$23,310,000	\$106,340,000

a. Full service area of 69,896 households, from the City's Water Inventory Form (WFI) for 2023.

b. Costs assume subscription service where vendors directly deliver to households.

c. Rebate program could be offered for point-of-use filters, water pitcher, or bottled water, depending on the preferred approach. Costs presented for point-of-use water pitcher option.

3.3.3 Tradeoffs of Interim Measures

Table 3-7 summarizes the tradeoffs of the interim measures and the 5-year implementation costs.

Table 3-7. Summary of Interim Measures Comparison

Program Type	Description	Advantages	Disadvantages	5-year cost for Vulnerable Households (range for multiple manufacturers) ^a
Point-of-Use Treatment Under Sink Filter ^b	Under-the-sink filtration system that dispenses treated water from existing faucet. Customer would need to have unit installed, and maintained, but cost would be reimbursed by City up to set amount. City would reimburse cost of delivery of replacement filters after 600 gallons use. Service cold water only.	- Filters available with performance data demonstrating PFOS and PFOA levels < proposed MCL - Maintains water supply from source customer is familiar with - Delivery service available to ease installation and filter replacement administration	- There is a variety of filter set-ups at households that require different installations for the point-of-use filters. Plumber may be needed for some filters, which adds logistics for the City to navigate - Not all filters demonstrate treatment to proposed MCL and so replacement timing could be more frequent for those options.	\$2,715,000 - \$7,205,000
Point-of-Use Treatment - Water Pitcher Filter ^b	A water pitcher that treats the water as the pitcher is filled from the faucet by the user. Cartridge filter would need to be replaced every 100 gallons treated. City would reimburse cost of Pitcher and bimonthly delivery of replacement filters.	- A water pitcher filter may be how some households are normalized for drinking water, and would continue that service. - Cheaper replacement cost compared to under-the-sink options - Simplistic and easy to adopt for customers	- Limited amount of water provided by pitcher at one time. - Households may still use untreated tap instead of filter when demand exceeds the pitcher's capacity. - Potential for negative public perception if not viewed as robust	\$3,457,000
Bottled Water	Purchased bottled water includes 5-gallon jugs affixed to water towers, to be delivered to the customer's home. Five jugs delivered at a time, roughly monthly. Delivery services would be limited to bottled water that are part of the International Bottled Water Association (IBWA), which require bottled water companies that are members of the association to test	- Subscription service options available for direct delivery to customers - Does not require installation or impact to existing household infrastructure	- Bottled water is not aligned with the City's Climate Action Framework to reduce waste. - Bottled water use could contribute to reduced use of City water service long-term. - Jugs are heavy and challenging to handle.	\$7,353,000 - \$8,070,000

Table 3-7. Summary of Interim Measures Comparison

Program Type	Description	Advantages	Disadvantages	5-year cost for Vulnerable Households (range for multiple manufacturers) ^a
	their bottled water products yearly for PFAS.			
Rebate Program ^c	City provides initial set-up fees for install and filters, or water pitchers. City provides monthly stipend for filter (under-the-sink or pitcher) replacements (or alternatively can provide a monthly stipend for bottled water).	- Provides flexibility for the City to offer more than one option to customers - Reduces administrative burden on City staff to oversee delivery and installation of filter systems	- If administered as a monthly stipend, there could be potential for customers to use funds for other purposes and not for water filters or bottled water - May require additional staff to administer the program	\$3,457,000 ^c
Pilot Treatment Unit	Pilot treatment unit to treat groundwater at several locations. Residents would fill reusable water containers on select days or times with City staff present. The City could provide an initial set of high-quality fillable water jugs with attached spigots to vulnerable households. This alternative would provide PFAS to less than EPA's proposed MCL.	- Option to provide treated water to more than the vulnerable population. - Pilot treatment unit can be used for operator training or community demonstration.	- Requires customers to have transportation to and from the pilot treatment unit locations. - The logistics for operating the pilot and making the treated water accessible to the public are onerous and will require additional City staff.	\$3,244,000

a. Number of vulnerable households was estimated to be 2,300 households for cost-estimating purposes, based on an approximate number of City of Vancouver customers that would qualify for federal LIHEAP assistance.

b. Costs assume subscription service where vendors directly deliver to households.

c. Rebate program could be offered for point-of-use filters, water pitchers, or bottled water, or a combination of options depending on the preferred approach. Costs presented for water pitcher option.

3.3.3.1 Program Administration Considerations

The City will need to develop a system to determine eligibility for the interim measures and on-going program administration. There are opportunities that the City is considering to partner with Clark Public Utilities, with which the City already partners to oversee the City's Help 2 Others (H2O) Program. One approach is to have City customers apply through this existing program to qualify for the interim measures assistance, and program staff determine eligibility. The City could use the vendor directly to fulfill the subscription requirements, they could also use a third party that could package up the systems with City of Vancouver information pamphlets, or leverage City staff.

3.3.4 Interim Measures Evaluation

To evaluate the interim measures alternatives and to develop recommendations, a decision-support framework, referred to as a multi-criteria decision analysis (MCDA), was used to engage City stakeholders in the decision-making process. A set of criteria was established to score the interim measures, based on the City's values for selecting an option that best serves the community in the interim. The evaluation criteria are summarized in Table 3-8. Additional background and detail on the MCDA process is provided in the supplemental TM in Appendix B.

Table 3-8. Evaluation Criteria for Interim Measures		
No.	Criteria	Description
1	Accessibility	How easily can alternative be communicated to and accessed by the vulnerable population?
2	Staffing Burden	How much additional staff time does the alternative require, or will additional hires be required to execute the alternative?
3	Reach	Is this alternative accessible to more than just the vulnerable population of the City (i.e., serve the entire City service area and has a larger reach)?
4	Disruption Risk	How fool-proof is the measure (i.e., what is the likelihood of the alternative breaking down or a disruption (e.g., supply chain shortage) occurring that results in the public losing some access to reduced-PFAS water)?
5	Effectiveness in Reducing PFAS Exposure	What is the level of confidence that the alternative will reduce the exposure to PFAS for customers that use the alternative?
6	Time to Implementation	How long will it take for the City to implement the alternative (i.e., the time it takes for the public to get reduced PFAS exposure)?
7	Alignment with the City's Climate Action Framework	How aligned is the alternative's environmental footprint with the City's Climate Priority Resolution ? ^a
8	Public Perception	Will the public like the alternative (i.e., feeling good about what the City did in the interim)?
9	Safety	How safe is the alternative for City staff and the public?

a. City's Climate Action Framework (<https://www.cityofvancouver.us/cmo/page/climate-action>)

The nine criteria were weighted on a percentage basis by 17 individual stakeholders, representing key City departments, including Engineering, Operations, and Communications. The weighted criteria previously shown in Table 3-8 were used to score each of the alternatives. Scores ranged from 1 to 5 for each criteria with 1 not meeting the criteria and 5 exceeding the criteria. Using the weighted criteria and the criteria scores, a relative benefit score was determined, presented in Figure 3-6.

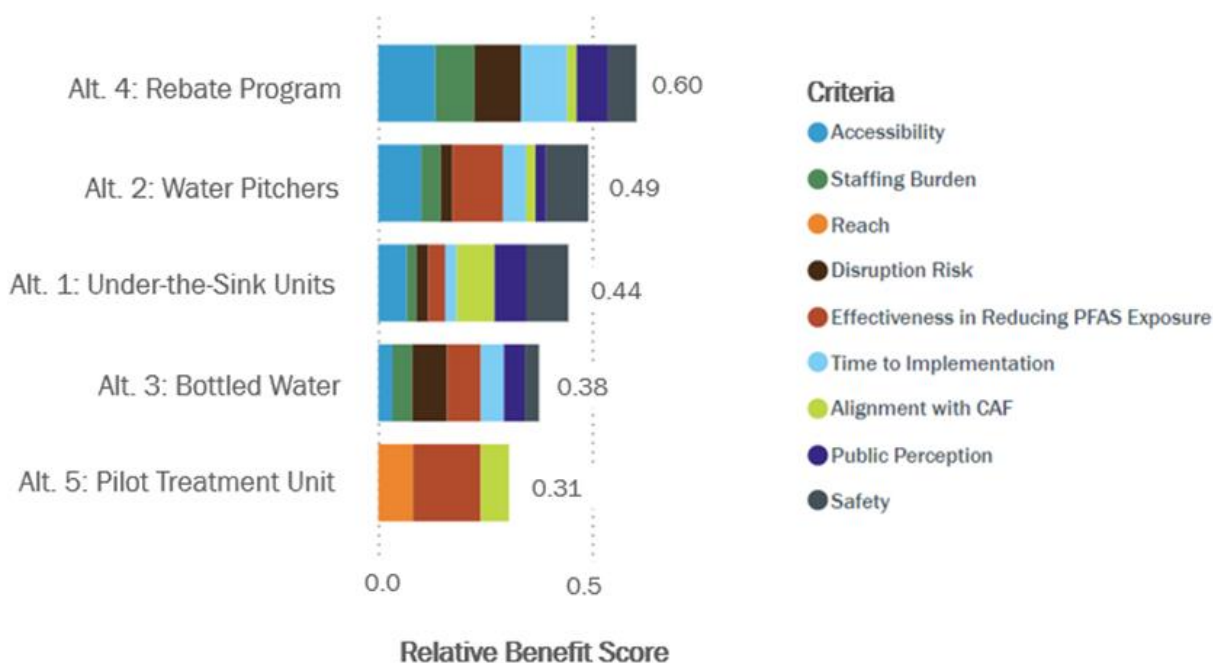


Figure 3-6. Interim measures relative benefit scores

The relative benefit score for each option was plotted against the 5-year implementation costs to see how the interim measures compare, as presented in Figure 3-7. Alternatives toward the upper left of the chart score the “highest” with the highest relative benefit score and lowest cost.

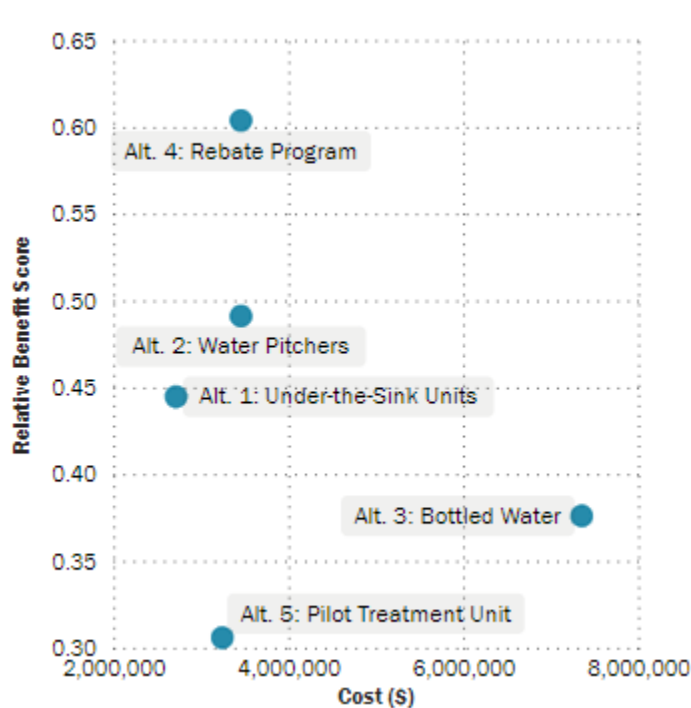


Figure 3-7. Best-value ranking based on cost and relative benefit score

Based on the assessment of the potential interim measures and scoring process, the rebate program scored the highest. This option could provide flexibility for customers to receive assistance for in-home point-of-use filters, water pitchers, or bottled water. The next highest scoring options were the water pitchers followed by the under-the-sink units (administered not as a rebate program). The City’s next steps will be to present the options to the City Council to gather input on the options, and to develop a plan around the preferred option.

The City is focusing these interim measures on vulnerable populations to assist those who may experience financial challenges in taking interim steps. The City has and will continue to provide guidance on interim measures that all customers can take as treatment improvements come online.

Section 4

Water Quality Goals Assessment

As mentioned above, the City has six water stations with groundwater wells that have detected PFAS concentrations at or above the Washington SALs for PFOS and PFOA, and two additional water stations that have PFOA and PFOS levels above the lower proposed EPA MCL levels. The treatment target for PFAS impacts which water stations need treatment and the media change-out frequency, with a direct impact on initial capital and longer-term O&M costs.

This section highlights the status of the proposed EPA PFAS rule in the context of the PFAS levels detected in the City's system and provides an assessment of costs to meet the Washington SAL (current regulation) compared to proposed federal MCL (anticipated future regulation).

Additionally, there are considerations for how close to the proposed MCL the City sets the target for triggering a media change out. This section will discuss considerations for setting the treatment target and will present the City's recommended treatment goals to meet the anticipated federal regulation to protect public health in the long-term.

4.1 Water Quality Goals Assessment

Table 4-1 summarizes the current Washington state regulations (discussed in Section 1.2) and the proposed MCL. Currently, under Washington State regulations, the City must test entry point samples. Sampling frequency requirements are dictated by the percent of the SAL detected:

- $\leq 20\%$ of SAL: Monitor once every 3 years
- $> 20\%$ but $\leq 80\%$ of SAL: monitor annually
- $\geq 80\%$ of SAL: monitor quarterly

State regulation requires quarterly sample collection to confirm these ranges. If the average results of the initial and confirmation samples exceed the SAL or if the City does not collect a confirmation sample, customers must be notified.

Under the proposed EPA regulations, the City must test entry point samples for PFAS every quarter. Violations are based on a running annual average of samples at each point of entry to the distribution system. Refer to Section 1.2 for a full overview of the latest regulations.

Drinking water MCLs are set at levels to be protective of public health. Table 4-1 presents the City's proposed treatment goal. Water utilities develop water quality treatment goals to target levels below regulatory requirements that provides a band for flexibility to achieve regulatory compliance. Often utilities set water quality goals at a 50th to 75th percentile of the MCL. The running annual average goal is proposed to be set at 3 ng/L for PFOS and PFOA. The goal for the HI is set at a ratio of less than 0.75, three-quarters of the proposed MCL. The minimum reporting limit for PFOS and PFOA is 2.0 ppt for Method 537.1. By setting the goal at the 75th percentile, the goal is above the level of detection. This goal serves as a lower internal operational target to provide a buffer from the proposed compliance requirement. It allows for operational flexibility and blending as the City upgrades water stations with water treatment systems to address PFAS. The internal treatment goal would aim to achieve compliance in an assumed 5-year compliance window.

It's important to recognize that the level of health concern for PFAS compounds is not the same. For example, the health-based water concentration for PFBS is 500 times higher than the proposed MCL for PFOS and PFOA because it has a lower health risk and requires a higher level of exposure to be harmful. This point demonstrates that goals should be based on individual PFAS compounds (as currently regulated). If not, treatment media changeout costs and capital improvement costs increase.

This water quality goal is aligned with the proposed rule to be protective of public health. PFAS is a chronic health risk; therefore, compliance based on an annual running average is appropriate and recommended by the health toxicity data used to set the proposed EPA PFAS compliance requirements.

Table 4-12. Proposed Treatment Goal

PFAS Compound	Washington SAL (ng/L) ^a	Proposed EPA MCL (ng/L) ^b	Proposed Treatment Target Goal (ng/L) ^c
PFOA	10	4	3
PFOS	15	4	3
PFNA	9	Hazard Index < 1.0 ^c	Hazard Index < 0.75 ^d
PFHxS	65		
PFBS	345		
GenX	Not included		

a. Washington Board of Health PFAS Rulemaking, effective January 1, 2022.

b. Based on proposed EPA MCLs released March 2023.

c. Proposed treatment target goal set at 75 percent of the proposed MCL to provide a buffer for compliance.

d. The Hazard Index calculation shall not exceed a value of 1.0 and is calculated based on summing the ratio of four PFAS compounds' measured concentrations compared to each compounds individual health-based water concentration. The proposed goal is set below the proposed EPA MCL

4.2 Impact of EPA Proposed MCL

Under the SAL, six of the City's nine currently operational water stations have PFOS or PFAS above the limits. With the proposed EPA MCL for PFOS and PFOA set at 4 ppt, two additional water stations exceed the limit: WS1 and WS7.

Table 4-3 estimates the capital cost impacts of the regulatory change and WS1 and WS7 requiring treatment. The total capital cost increase under the proposed MCL scenario with the two additional water stations is \$62 million (+100/-50 percent) with GAC, and \$50 million (+100/-50 percent) with IX for WS1.

Table 4-3. Capital Costs for Additional Water Stations Under Proposed MCL Scenario^a

Station	Proposed Treatment Type for Estimate	Proposed Treatment Capacity (gpm)	Upper range (+100%) Cost	Capital Planning Cost	Lower Range (-50%) Cost
WS1	GAC	10,000	\$91,200,000	\$45,600,000	\$22,800,000
WS1	IX	10,000	\$67,800,000	\$33,900,000	\$16,900,000
WS7	GAC	3,333 ^b	\$32,600,000	\$16,300,000	\$8,200,000
Total Addition with WS1-GAC and WS7			\$123,800,000	\$61,900,000	\$31,000,000
Total Addition with WS1-IX and WS7			\$100,400,000	\$50,200,000	\$25,100,000

a. Capital costs were adjusted for escalation based on a proposed implementation timeline, presented in Section 6.

b. WS7 PFAS treatment would be 3,333 gpm in the future to meet the proposed Qi, along with 600 gpm from the existing deep well (WS7-2).

WS7 costs are for a system with a capacity of 3,333 gpm to meet the future proposed instantaneous water rights (Qi) for the water station from the shallow aquifer. This future capacity is assuming additional wells will be drilled at the station to provide the higher production in the future. The water station would also maintain production from an existing deep well, with a proposed Qi of up to 600 gpm.

Out of all of the water stations, WS1 has the lowest measured PFOS levels and is the City's largest capacity water station. Given the proposed treatment goal, the capital costs for WS1 are for a system with 50 percent treatment capacity. The PFAS levels are low enough to achieve below the water quality goal by bypassing a portion of the raw water around the treatment unit. A 50% blend ratio allows annual average concentrations to increase in the raw water from what the City has measured historically from PFAS monitoring thus far.

WS1's site is pretty constrained for a treatment system. Given there are site constraints at WS1, IX may be a preferred treatment option to reduce the footprint. Table 4-3, above, presents costs for both GAC and IX treatment. Proposed treatment layouts for WS1 and WS7 are provided in Appendix E. Section 6.2 provides additional details on the assumptions around the capital cost.

Section 5

Criteria For Prioritization

The eight water stations needing treatment cannot be feasibly upgraded simultaneously. Therefore, the projects will need to be phased in over the next 5 years to meet the compliance window. To develop a proposed timeline for implementation, the sites were evaluated against a set of criteria to understand different phasing options and to develop a proposed timeline that balances priorities for the City. This section outlines the prioritization criteria and options for phasing the water station treatment upgrades and concludes with the key drivers for the preferred implementation order.

5.1 Prioritization Criteria

To explore the potential water station phasing options, the water stations were initially ordered based on the following prioritization criteria:

- Average PFOS concentrations
- Average annual combined PFOS and PFOA loads (concentration multiplied by the average flow)
- Cost/Size to balance costs over the implementation timeline

5.1.1 PFAS Concentration Levels

Table 5-1 presents the water stations in order of average PFOS levels from highest (red) to lowest (green). The order of PFOS levels generally follows the order of the other PFAS compounds. The order shows that WS14 has the highest PFOS levels, while WS1 has the lowest levels. Ellsworth WTP has no PFAS detections to date.

Table 5-1. Water Stations Sorted by Average PFOS Levels					
Water Station	Average PFAS (ng/L) ^a				
	PFOS	PFOA	PFBS	PFHxS	PFNA
WS14	21.7	13.6	7.1	4.7	ND
WS4	18.8	7.6	4.5	5.7	0.5
WS15	17.4	4.9	5.0	4.7	ND
WS8	16.0	7.3	5.4	3.1	0.6
WS9	13.9	6.5	4.5	3.4	ND
WS3	9.3	3.3	4.3	5.6	ND
WS7 ^b	6.2	1.3	1.9	3.4	ND
WS1	4.4	2.7	3.0	4.2	ND
Ellsworth	ND	ND	ND	ND	ND

a. Average PFAS results from samples collected in 2020, 2021, and March 2023.

b. Sampling at WS7 included only Well WS7-1. Well WS7-2, which draws from the SGA, had non-detect samples.

ND = non-detect

5.1.2 PFAS Load to the Distribution System

Table 5-2 presents the water stations ordered by highest to lowest combined PFOS and PFOA average annual loads. The loads were estimated based on the average PFOS and PFOA concentrations and average flow for the water station. The loading order is indicated with color formatting (red = highest, green = lowest). As anticipated, the three largest water stations are listed first, whereas WS7 is ordered last with the lowest PFAS and average flow of the water stations.

Water Station	PFOS Average (ng/L) ^a	PFOA Average (ng/L) ^a	Average flow (gpm)	PFOS Load (ppy) ^b	PFOA Load (ppy) ^b	Combined PFOS + PFOA (ppy) ^b
WS9	13.9	6.5	6,090	0.37	0.17	0.54
WS4	18.8	7.6	4,342	0.36	0.14	0.50
WS1	4.4	2.7	10,450	0.20	0.12	0.33
WS14	21.7	13.6	1,716	0.16	0.10	0.27
WS3	9.3	3.3	2,134	0.09	0.03	0.12
WS8	16.0	7.3	755	0.05	0.02	0.08
WS15	17.4	4.9	784	0.06	0.02	0.08
WS7 ^c	6.2	1.3	700	0.02	0.00	0.02

a. Average PFAS results from samples collected in 2020, 2021, and March 2023.

b. Average annual load in terms of pounds per year (ppy) assuming operation 365 days/year for estimation purposes.

c. Sampling at WS7 included only Well WS7-1. Well WS7-2, which draws from the SGA, had non-detect samples.

5.1.3 Balancing Costs

Given the water station upgrades need to be phased in over time, their capital costs, too, will be spread out over the implementation timeline. To further balance out costs and prevent instances of back-to-back large capital projects, the water stations were ordered altering between larger and smaller systems, as presented in Table 5-3, which correlates to altering between a lower cost project and a higher cost project. The order took into account PFAS concentrations to the extent possible, while pairing larger and smaller cost projects. WS1 and WS7 were fixed in the timeline as the last projects with the lowest priority. WS1 is the largest station with the lowest PFAS levels, and was moved to the end of the list. WS7 was fixed as the last project for implementation because the PFAS levels can be blended down with the deep aquifer well, WS7-2, and is lower priority for treatment. The costs are based on all the impacted water stations implementing PFAS treatment. Refer to Section 6 for details on the capital cost basis and assumptions, and costs for the proposed implementation plan with the anticipated management approach for each station, including new supply development at some of the sites.

Table 5-3. Water Stations Ordered By Balancing Costs over Timeline				
Water Station ^a	Proposed Treatment Capacity (gpm) ^b	Upper Range (+100%)	Estimated Cost	Lower Range (-50%)
WS14*	3,200	\$27,100,000	\$13,500,000	\$6,800,000
WS4	10,700	\$80,600,000	\$40,300,000	\$20,100,000
WS8	3,333	\$32,300,000	\$16,100,000	\$8,100,000
WS9	10,872	\$82,400,000	\$41,200,000	\$20,600,000
WS15	4,000	\$39,900,000	\$19,900,000	\$10,000,000
WS3	6,000	\$48,200,000	\$24,100,000	\$12,000,000
WS1*	10,000	\$91,200,000	\$45,600,000	\$22,800,000
WS7*	3,333	\$32,600,000	\$16,300,000	\$8,200,000

a. Costs presented for PFAS treatment for all stations with GAC. Treatment technology selected for planning-level cost estimation only. Selected treatment will be confirmed through planning and design in the future.

b. Treatment capacities to meet the proposed Qi based on City's evaluation as of September 14, 2023.

c. Sites marked with * were fixed in the timeline. WS1 is the largest site with the lowest PFAS levels with lower priority, and WS7 can blend with the deep aquifer well (WS7-2) to get PFAS below the proposed MCL, and is lower priority.

The order in Table 5-3 represents one possible phasing approach to pair the stations and balance the costs over the timeline, taking into account the PFAS concentrations to the extent possible, while pairing smaller cost and higher cost projects. There are funding options to bundle projects for funding assistance, like Water Infrastructure Finance and Innovation Act (WIFIA) loans that may reduce the financial burden of implementing multiple larger projects back-to-back. Funding assistance opportunities and considerations will be part of the City's on-going planning efforts for implementing this Plan.

5.1.4 Equity Lens

Equity is a top priority for the City in all aspects of its operations and is an important consideration when planning City projects. To understand how the water stations line up against the City's equity mapping, the City prepared an analysis of its water service area involving areas mapped by an equity index classification based on the socioeconomic vulnerability of the households, from lowest to highest vulnerability. The water station locations were overlaid on the City's equity index map presented in Figure 5-1 and were classified based on the PFAS concentrations detected to date. The water stations are classified based on whether the water station has PFOS or PFOA above the MCLs (lower levels), or higher levels exceeding both the MCLs and the Washington SAL. Only Ellsworth WTP has no detections of PFAS, which is the only water station primarily served by the deep aquifer.

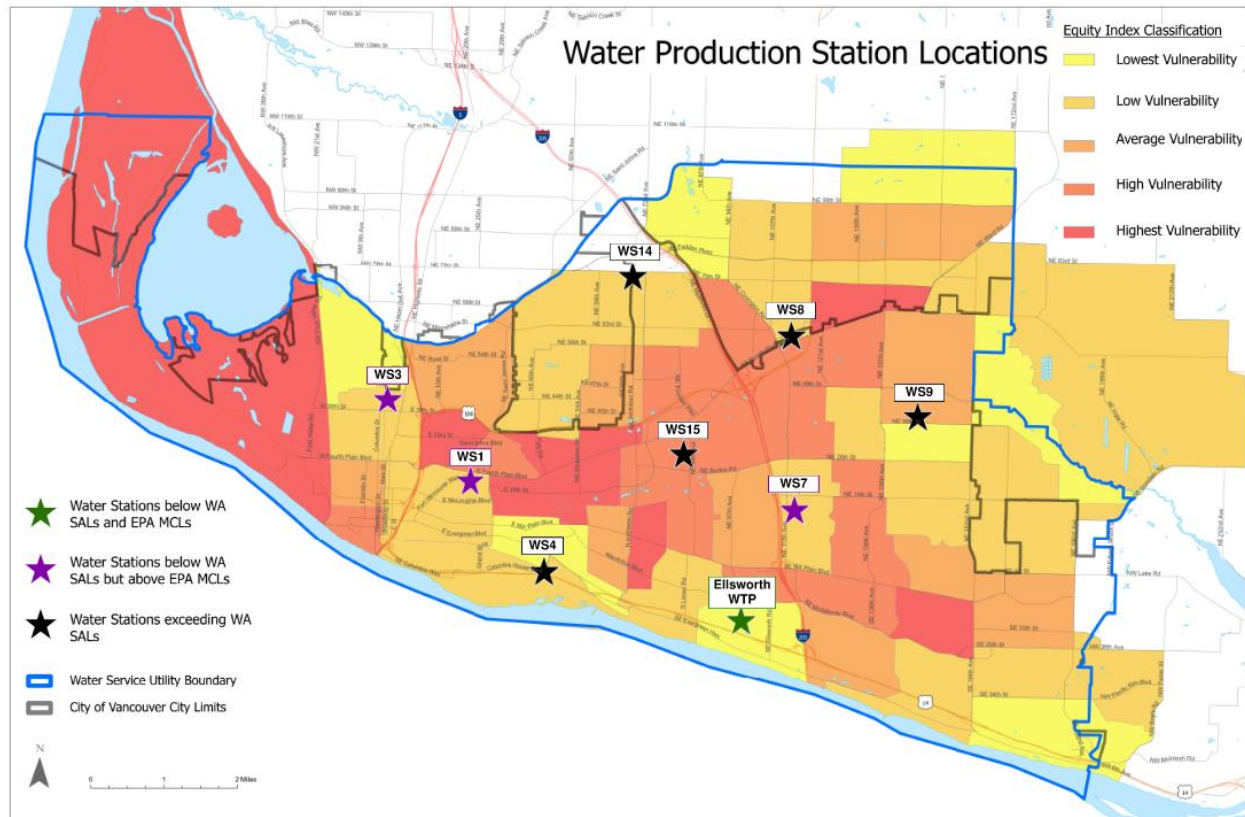


Figure 5-1. City of Vancouver equity index map

Given the water station upgrades will have to be phased in over the next several years, there will be stations that serve PFAS-treated water to the distribution system before others. A benefit of the City's water system is that the water stations are all connected, meaning water can be sent from one water station to serve another area, so there is less of a localized impact of one station having higher PFAS levels compared to another station. Based on this equity index map, none of the water stations are located in an area with the highest vulnerability. The area surrounding WS15 is mapped as high vulnerability. This station can be shut off, and the area can be served by PFAS-treated water by other water stations, reducing the station-specific impact on the local population surrounding the water station. However, shut down of WS15 is dependent on operation of other water stations to supplement the flow. Current construction at other stations has prevented the City from shutting down this station in response to PFAS detections, but in the future once construction is complete and the stations that are offline can be brought online, the City will have more flexibility to shut off WS15 outside of high demand periods.

The other water stations are generally in areas of low vulnerability, and not a priority over others for implementation.

5.2 Water Station Prioritization

The water station prioritizations based on the specific criteria were overlaid with other schedule drivers to develop several capital improvement project (CIP) ordering for the water stations. Three of the water stations were fixed in the CIP phasing options:

- WS14: With WS14 design underway as of October 2023, WS14 was fixed as the first project.
- WS1: WS1 has the largest capacity and lowest PFAS detections, with the ability to blend down to below the MCL levels. Additionally, the PFAS levels are below the Washington SALs.

- WS7: WS7 levels are the lowest of the water stations and are below the Washington SALs. Additionally, WS7 is served by a smaller well (WS7-2) that pulls from the deep aquifer, which can be operated to blend down the PFAS concentrations to below the MCL.

Table 5-4 presents the potential water station ordering based on the prioritization criteria as follows:

- CIP1: PFOS concentrations
- CIP2: Combined PFOS and PFOA annual average loading
- CIP3: Balancing costs over the implementation timeline

Table 5-4. CIP Options for Water Station Phasing			
Order	CIP1 – PFOS Concentrations	CIP2 – Combined PFOS + PFOA Loading	CIP3 – Balancing Costs
1*	WS14	WS14	WS14
2	WS4	WS9	WS4
3	WS15	WS4	WS8
4	WS8	WS3	WS9
5	WS9	WS8	WS15
6	WS3	WS15	WS3
7*	WS1	WS1	WS1
8*	WS7	WS7	WS7

Sites marked with * were fixed in the timeline and not based on the prioritization criteria for the CIP order.

5.2.1 Preferred Water Station Order

Table 5-5 presents the preferred water station implementation order based on the balance of the proposed criteria and ability to push WS15, WS8, and WS7 further out the schedule. As discussed in Section 3, in the interim, the City can shut off wells and blend to reduce the impact from specific water stations that would otherwise be prioritized sooner based on the PFOS concentrations and PFAS loading. Specifically, WS15 and WS8 can be shut down for a period of time and supplemented by other water stations and are, therefore, less priority for treatment implementation. Additionally, WS15 and WS8 are being considered for new supply development, which will involve initial well development prior to installing treatment and can be pushed out further in the proposed timeline. WS7, as noted above, can be blended down with the existing deep well to meet the proposed MCL and reduce the need for treatment within the compliance window.

Table 5-5. Proposed Water Station Implementation Order	
Order	Water Station
1	WS14
2	WS4
3	WS9
4	WS3
5	WS1
6	WS15
7	WS8
8	WS7



Section 6

Roadmap for PFAS Reduction

This section presents the City's proposed roadmap for PFAS management over the next 8 years to secure a safe and clean groundwater supply for the future. This proposed implementation plan synthesizes the planning efforts outlined in the previous sections to present a prioritized order of improvements for each water station and a timeline to implement the treatment upgrades.

The proposed compliance timeline for the draft EPA PFAS Rule is aggressive—just 3 years (2026)—as of Fall 2023. The City can request a 2-year extension from DOH, but there are significant improvements that the City needs to accomplish even in an extended time frame. The water stations needing treatment cannot feasibly be upgraded simultaneously; therefore, project phasing is needed to meet the goal while balancing resource limitations. As discussed in Section 5, the order of the water stations was reviewed against a set of priorities to develop a defensible rationale for the proposed phasing of treatment implementation. While a proposed timeline is presented within this Plan, other forces could impact the implementation order in the future.

The following sections present the proposed phasing schedule to meet the compliance timeline, estimated capital costs adjusted for the proposed timeline, and annual O&M costs for the treatment systems, followed by an outline of the City's key action steps for PFAS management.

6.1 Treatment Implementation Plan

The preferred implementation schedule is presented in Figure 6-1. Estimated durations for design and construction were identified to inform the timeline based on recent local project experience and current anticipated construction windows. Design was estimated to be between 10 to 12 months depending on project size. Given recent long lead times, construction was assumed to be 18 months at a minimum and extended to 24 months for the larger sites (WS1, WS4, and WS9). There is currently wide variability for electrical equipment lead times, with lead times between 1.5 years to 2.5 years. This proposed schedule assumes long lead-time electrical equipment will be pre-procured to reduce delay in the overall schedule.

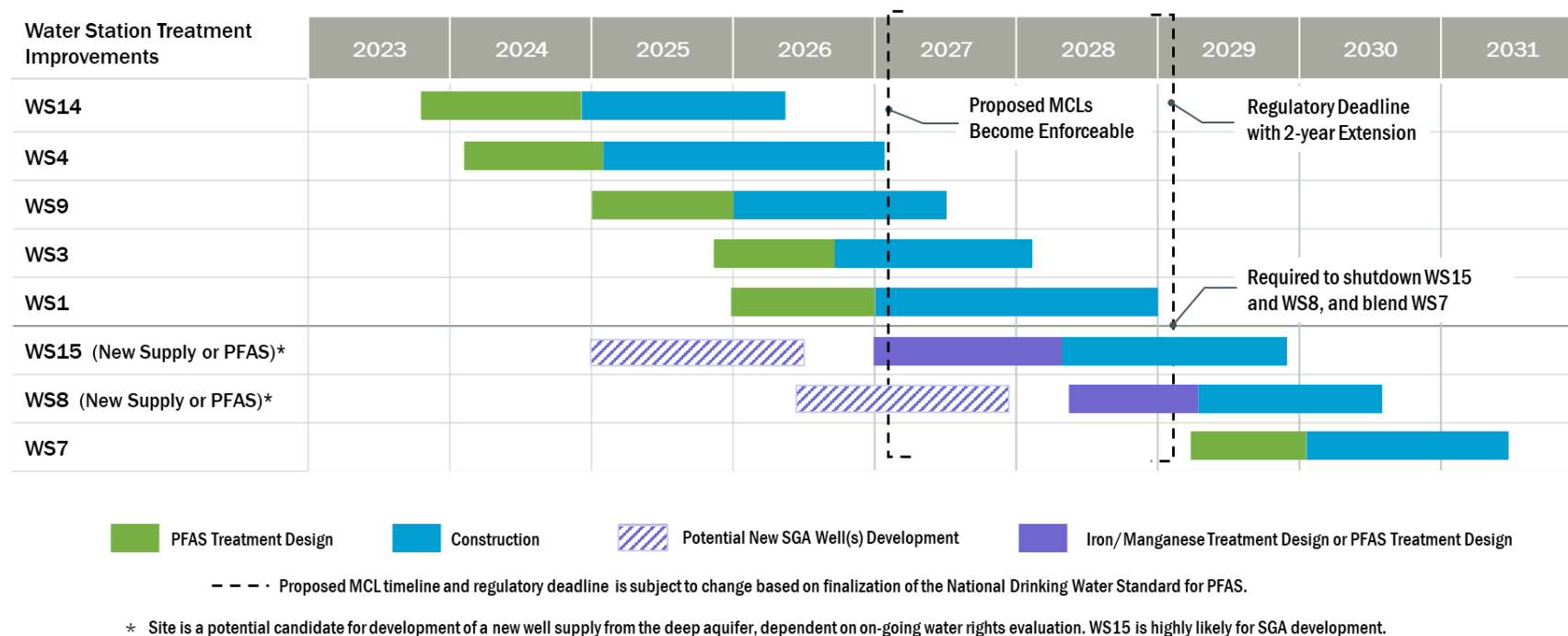


Figure 6-1. Proposed implementation plan for water station improvement projects

The proposed schedule is based on several key assumptions for operations, with unknowns that may require the City to revisit the order and be adaptive:

- Stations WS8 and WS15 will have to be shut down after the compliance window (assuming a 2-year waiver is granted) if samples do not meet the proposed MCLs.
- WS7 is anticipated to be blended down with deep well (WS7-2) operation while the City plans for drilling additional wells at that site and implements PFAS treatment.
- WS8 and WS15 well development is an unknown. The proposed timeline assumes well development and planning for WS8 and WS15 will be done in parallel with the design of other water stations. This is important to get started to determine the feasibility of drilling the deeper aquifer and the production yield. If the new well evaluation does not confirm the anticipated yield, then the City will plan for PFAS treatment. The timing would be similar to the new well supply, with WS8 and WS15 turned off after the compliance window until treatment is online.
- WS3 is also going through a major plant upgrade to replace an existing above-ground reservoir and elevated storage tank, as well as other system upgrades. Planning for PFAS treatment will be in parallel with the other site upgrades; however, that also means there could be schedule impacts given the scale of the site upgrades and integration of this project with the other site improvements.
- If WS3 is shutdown, WS1 needs to be operational to supplement production; therefore, the construction windows for WS3 and WS1 need to be coordinated. The proposed schedule presented shows some overlap in the schedules with the assumption that the cut-over period and shutoff window will be coordinated between the project schedules.

The City will also have to balance competing projects for other station upgrades that could impact priority, such as:

- WS8 and WS15 disinfection treatment systems are both nearing the end of their service life and are planned for future replacement to onsite hypochlorite generation (OSHG) in the future. For WS15, there are also plans to expand production in the future, which needs to be planned for. Currently, there is a hold on the WS15 OSHG project in order to plan around future PFAS upgrades.
- Other planned OSHG conversions at WS4 and WS9 in the next few years.
- Planning for a new operations center, anticipated to come online in 2027.

Along with the specific water station considerations, overall there are forces that are unanticipated that may impact the implementation timeline, like unexpectedly long lead times. Electrical equipment lead times can be upwards of 2+ years as of October 2023. Consideration for anticipated lead times and how to mitigate that for the schedule will be evaluated as part of the early planning steps for each water station, along with options for pre-procurement.

6.2 Capital Costs

Class 5 planning-level cost estimates were prepared for each of the impacted water stations. Costs for GAC are presented for all the stations. The selected PFAS treatment type (GAC and IX) for each station will be determined based on further evaluation of the on-going pilot testing and evaluation of the specific sites in the future. Additionally, PFAS treatment could be installed at the sites planned for new supply development if the well development does not produce the anticipated yield.

A Class 5 estimate has an associated accuracy range of -50 to +100 percent per the Association for the Advancement of Cost Engineering International. The Class 5 cost estimates were prepared using

2023 vendor quotes as of October 2023, equipment pricing, historical project data, and other costs specific to the project locations.

Several typical markups were applied to the gross cost estimate, including a 35 percent contingency for undesigned/undeveloped details, also referred to as the construction contingency. This contingency level is typical for planning-level costs. A 30 percent markup for indirect soft costs was also applied to account for costs sustained by the City outside of the cost for facility construction. These indirect soft costs include engineering during design and construction, construction management, legal and administrative fees, and other allied costs required for project execution.

The eight projects are anticipated to be phased in over about 8 years between 2024 and 2031. Escalation was adjusted for each project based on the preferred timeline presented in Section 6.1., with an escalation rate of 4.0 percent per year to the mid-point of construction. Table 6-1 presents the escalation rates to the mid-point of construction applied to the cost estimate for each water station.

Table 6-1. Escalation to Construction Mid-point	
Water Station	Escalation to Construction Mid-point
WS14	7.3%
WS4	9.1%
W9	11.7%
WS3	14.7%
WS1	18.2%
WS15	22.6%
WS8	26.8%
WS7	33.3%

Table 6-2 presents the planning-level cost estimate ranges for treatment at the eight water stations, assuming GAC for PFAS treatment. The plan includes costs for new supply treatment at WS15 and WS8, as one option. The City could decide to implement PFAS treatment at those sites in the future. The total Class 5 capital cost estimates range from \$13.5 million to \$46 million (+100/-50 percent) with a total estimated cost of \$235 million (+100/-50) for all the stations.

Table 6-2. Capital Costs for Proposed Implementation Plan

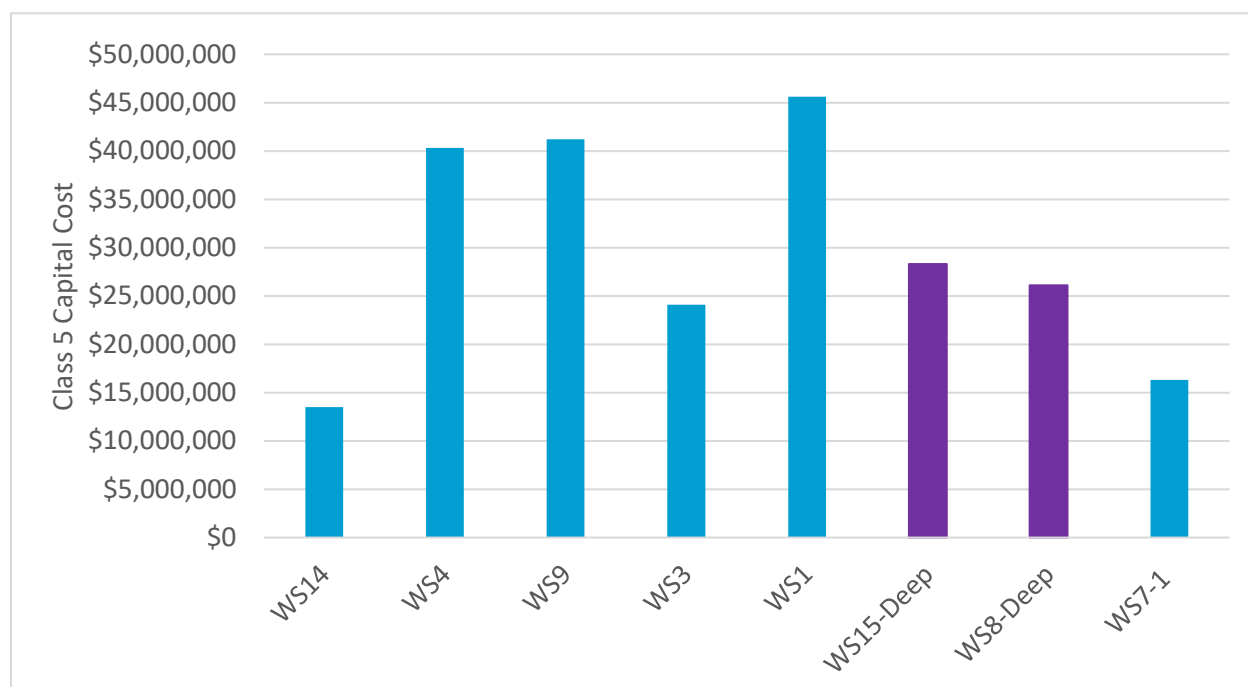
Water Station	Treatment Type for Estimate ^a	Treatment Capacity (gpm) ^b	Treatment Capacity (mgd)	Upper Range (+100%)	Estimated Cost	Lower Range (-50%)
WS14	PFAS Treatment	3,200	4.6	\$27,100,000	\$13,500,000	\$6,800,000
WS4	PFAS Treatment	10,700	15.4	\$80,600,000	\$40,300,000	\$20,100,000
WS9	PFAS Treatment	10,872	15.7	\$82,400,000	\$41,200,000	\$20,600,000
WS3	PFAS Treatment	6,000	8.6	\$48,200,000	\$24,100,000	\$12,000,000
WS1	PFAS Treatment	10,000	14.4	\$91,200,000	\$45,600,000	\$22,800,000
WS15	New Deep Well Supply ^c	4,000	5.8	\$56,600,000	\$28,300,000	\$14,150,000
WS8	New Deep Well Supply ^c	3,333	4.8	\$52,200,000	\$26,100,000	\$13,050,000
WS7	PFAS Treatment	3,333	4.8	\$32,600,000	\$16,300,000	\$8,200,000
Total				\$470,900,000	\$235,400,000	\$117,700,000

a. Treatment technology selected for planning-level cost estimation only. Selected treatment will be confirmed through future planning and design.

b. Treatment capacities to meet the proposed Qi based on City's evaluation as of September 14, 2023.

c. Cost for new source includes new well drilling, new raw water pumps, and a new water treatment facility with a pressure filter system for iron and manganese removal. The City is still determining whether a deeper well supply is added to WS8 and WS15 or PFAS treatment is added.

Figure 6-2 presents the capital costs over the implementation timeline. The cost for the new supply development and treatment sites includes the cost for the new well drilling and new treatment facilities.

**Figure 6-2. Capital costs for proposed implementation plan (+100/-50%)**

Water station treatment upgrades are presented in order of proposed implementation (left to right)

Purple bars indicate new supply development of the deep aquifer with Fe/Mn treatment, whereas blue represents PFAS treatment.

6.3 Annual O&M Costs

Annual O&M costs were developed for each water station based on the proposed treatment for the implementation plan. Annual O&M costs for the PFAS treatment systems were estimated including costs for media replacement as well as staffing costs for typical O&M tasks, and for additional sampling for PFAS. The O&M costs associated with the PFAS treatment system are largely driven by the costs for media replacement, which is related to the time the system is operational and the anticipated performance of the media. In addition to costs for added operator time to run the treatment systems, additional pumping will be required to account for the head loss through the treatment systems. This planning effort was limited to a planning-level assessment and did not include a detailed hydraulic evaluation for each water station; therefore, the costs do not include energy costs associated with pumping for the PFAS systems. The evaluation also excluded estimation of water used for backwashing that doesn't go to production, or additional sewer fees related to backwash discharge.

The following sections outline the cost basis for the PFAS treatment system O&M cost estimates and the overall annualized O&M costs for all water stations, including WS8 and WS15, with iron/manganese treatment.

6.3.1 Media Replacement Frequency Determination

The media will need to be replaced periodically to ensure the finished water meets the water quality goal (Section 4.5). The media change-out frequency will determine the overall O&M cost for PFAS treatment. The change-out frequency is determined as the number of bed-volumes prior to detection of PFAS above the treatment goal (e.g., proposed MCL for PFOA and PFOS) at the outlet of the lead vessel. Since the vessels are a lead-lag pair, the outlet of the lead vessel will be used to determine the bed-volumes of the media for estimation purposes. Breakthrough will be sampled from the lead; however, compliance with the goal itself will be determined based on the outlet of the pair.

As part of the PFAS Treatment Feasibility Study the average media change out was estimated to occur every 50,000 bed-volumes for GAC and 300,000 for IX (BC, 2022). Since then, the City has contracted work with HDR to conduct a pilot-scale test to directly compare the performance of four types of media and determine expected bed-volumes. The pilot data was reviewed to estimate PFOS and PFOA breakthrough to help inform costs (HDR, 2023). Overall, the GAC and IX media are lasting longer than the estimates assumed for the previous study.

The estimated bed life for the GAC and IX medias are summarized in Table 6-3, including the theoretical bed life based on anticipated performance of the media under average operating conditions, and the actual bed life anticipated for operations cut off sooner to reflect a more realistic change-out frequency and cost. For the GAC media, the theoretical bed volume was assumed to be an average of 90,000 bed-volumes based on reviewing the pilot study data for when breakthrough would occur above the proposed MCL for PFOA and PFOS. Based on the testing to date, PFOS may breakthrough above the treatment goal ahead of the other compounds. The bed-volume of 90,000 translates to a change-out frequency between 3.9 and 9.5 years of operation for the six water stations at the given pump utilization rate (i.e., the percent of time a water station was operational). The initial media change-out frequency will be longer than subsequent media changeouts. The theoretical bed life is based on subsequent media changeouts following the first.

For IX, the theoretical bed volume was assumed to be an average of 560,000 bed-volumes based on reviewing the pilot study data. For WS4, at a 54 percent utilization (operating approximately 13 hours/day on average), these bed-volumes equate to a bed life of approximately 9.5 years (Table 6-3). For WS1, which is estimated to operated at 80 percent utilization (19 hours/day on average), the change-out frequency was estimated to be 6.3 years.

Table 6-3. PFAS Media Change-out Frequency

Water Stations	Water Station Average Flow (gpm) ^a	Average Flow per Vessel Pair (gpm)	Percent Time Operational (%) ^a	Theoretical Bed Life (years) ^b	Estimated Actual Bed Life (years) ^b
WS1_GAC	4,412	441	80%	5.0	5.0
WS1_IX	4,412	735	80%	6.3	6.3
WS3	2,134	356	54%	9.1	5.0
WS4_GAC	4,342	434	54%	7.5	5.0
WS4_IX	4,342	724	54%	9.5	6.5
WS7	1,500	500	54% ^c	6.5	5.0
WS9	6,090	609	74%	3.9	3.9
WS14	1,716	572	69%	4.4	4.4

a. Average flow and percent operational time calculated from SCADA operational data from the past 3 years (2019-2021). Average flows for the sites are not expected to increase overtime, with the exception of WS8 and WS15, which are anticipated to increase based on planned water station improvements and demand increase. Average flow for WS1 was based on review of SCADA data in 2022, and assumes the average flow for the treatment system is 50 percent of the total station average flow. Data was not available for WS7 given periodic operation of the wells and was estimated to be about half of the future treatment system capacity.

b. The theoretical bed life (i.e., change-out frequency) is based on the assumed bed-volumes for each media type determined from the pilot study performance; 90,000 bed-volumes (GAC), 563,000 bed-volumes (IX) and the utilization rate for the water station. The lead vessel in each active pair will be replaced at that time. The actual bed life is the estimated media change out used for the cost estimate, cut off at 5 years for GAC and 6.5 years for IX. Operational cost estimates did not desire to be overly optimistic and were meant to reflect start-stop operation and other operational considerations for media changeout.

c. Operational time was estimated. SCADA data was not provided for this water station.

There are operational conditions that may result in a need to change out the media sooner than required by the PFAS treatment target (i.e., theoretical bed life). For example, there could be a buildup of constituents that make disposal of the media more difficult or impact the ability to regenerate the GAC. Additionally, the longer the media is left in the vessels between changeouts, the more difficult to it is to remove, which can lead to extended downtime and higher labor costs. Based on media supplier guidance on the assumed cut off for bed life and unknowns at this planning level, a cap was set on the total bed life for the annual O&M cost estimate of 5 years for GAC and 6.5 years for IX. In operation, its recommended to monitor the media over time to check for other constituents to inform media changeout.

6.3.1.1 Media Costs

The media cost is dependent on the current market price for the product and the disposal costs. For this Plan, a GAC media cost of \$2.30/lb was used for Calgon F400 media, based on the higher end for GAC media from Calgon in October 2023. F400 is one of the GAC media tested in the pilot study. The cost assumes a turnkey exchange, including haul away of the spent media for reactivation. If the media must go to the landfill or incineration, the cost would be higher.

The IX resin cost can range widely depending on the manufacturer and type. For the pilot study at WS4, the IX media testing includes Purolite, PFA694E, Calgon Carbon CalRes 2304, and Evoqua APR-2. The costs range from \$480/cubic foot to \$549/cubic foot, again based on vendor quotes from October 2023. For estimating purposes, the higher cost for CalRes 2304 was used (\$549/cubic foot), which includes the cost for incineration disposal after changeout.

6.3.2 Staffing Costs Basis

For the PFAS treatment systems, additional staff resources are anticipated beyond what the City is currently operating with for its water stations. Labor costs associated with the new PFAS treatment systems include operator time for the media replacement, as well as time on a daily basis to operate and maintain the new treatment systems. Additional time for monitoring PFAS will also be required.

Staffing costs for the media replacement were estimated assuming 40 hours per change out based on experience at other similar treatment sites. A burdened hourly rate of \$45.14, based on the 2023 salary for a Lead Water Production Operator of \$7,825/month, was multiplied by the annualized changeout frequency to estimate an annual labor cost for each site.

The operator time was assumed to be about the same effort for both the GAC and IX media. Operator time for typical O&M tasks was estimated for the GAC and IX systems to be an average of just over 1 hour per day, or roughly 390 hours per year. Time for monitoring the vessels for PFAS was also estimated, including time for analyzing results and preparing monitoring reports. Time for sampling assumed PFAS samples will be collected monthly to monitor performance for operations, and collected quarterly for compliance. Monitoring time was estimated at approximately 160 hours per year. The total time for O&M and monitoring equates to 0.19 full-time equivalent. The costs were estimated based on the 2023 salary for a Lead Water Production Operator as stated above.

6.3.3 Analytical Costs Basis

Analytical costs for PFAS sampling were estimated assuming \$250/sample, on a monthly basis. Collected samples would include one from the raw water, three from each treatment train lead vessel (25 percent, 50 percent, and bottom tap locations), and one from the combined treatment outlet. A field blank was included for each monthly sampling event at each water station.

6.3.4 PFAS Treatment O&M Costs

Table 6-4 provides a summary of the planning-level annual average O&M costs for media replacement, labor, and analytical costs for sampling at the six water stations where PFAS treatment is proposed (does not include WS15 and WS8, which are proposed for new deep well development). Costs for GAC treatment are presented. The assumed change-out frequency was based on pilot testing results, as discussed in Section 6.2; however, the costs presented could be higher or lower than presented depending on actual performance at full scale. Additionally, as discussed, costs associated with additional pumping and sewer fees are not accounted for and will increase the annual operating costs from what is presented in this Plan for all sites.

Table 6-4. Annual Average O&M Costs for PFAS Treatment

Water Station ID	Media Replacement Costs ^a	Staffing Costs	Analytical Costs ^b	Total Annual Average O&M Costs ^c
WS1_GAC	\$185,000	\$24,000	\$27,000	\$236,000
WS3	\$111,000	\$21,000	\$27,000	\$159,000
WS4_GAC	\$184,000	\$24,000	\$27,000	\$236,000
WS7	\$55,000	\$20,000	\$18,000	\$93,000
WS9	\$236,000	\$25,000	\$27,000	\$288,000
WS14	\$62,000	\$20,000	\$18,000	\$100,000

a. GAC media replacement costs include costs for turn-key replacement.

b. Analytical costs vary based on the number of trains for the proposed system, and assume monthly sampling for monitoring purposes.

c. Additional pumping and energy costs are not included.

6.3.5 New Supply Treatment O&M Cost

Table 6-5 provides a summary of the planning-level annual average O&M costs for media replacement, pumping costs, and typical staffing costs for WS15 and WS8, where the new well supply development and iron/ manganese treatment is proposed. The annual cost is estimated to be approximately the same for both stations because they have the same estimated average flow. WS6 is not included in the overall implementation plan given the water station is not operational at this time. The City may develop deep wells at WS6 at the same capacity as WS8, which would be the same approximate cost with the exception of specific differences in the well drilling costs depending on the number of deep wells that are developed at WS6. Refer to Section 2 for more detailed information on the cost basis.

Table 6-5. Annual O&M costs for New Source Development Compared to PFAS Treatment

Water Station	Annualized Media Change-out Costs	Annual Electrical Costs for Raw Water Pumping ^a	Annual Staffing Costs	Total Annual Costs
WS15	\$17,000	\$38,000	\$18,000	\$73,000
WS8	\$17,000	\$38,000	\$18,000	\$73,000

a. Operating costs at Ellsworth WTP in 2022 for well pumping and annualized greensand filter media replacement costs were used to estimate costs at the new well supply sites based on the average flows.

6.3.6 Total O&M Costs

Table 6-6 and Figure 6-3 presents a summary of the annual O&M costs for each water station in the proposed implementation plan. The costs show a range for WS1 and WS4 to include costs for GAC and IX treatment. A range is provided for WS1 and WS4 with IX, as those sites are particularly site constrained for GAC. The total estimated annual cost is between \$1,260,000 to \$1,360,000 per year, assuming the media replacement timing is capped at 5 years for GAC, and 6.5 years for IX. If the City decided to go to IX for all of the water stations with PFAS treatment (not including WS15 and WS8 for this estimate), the O&M costs would increase to roughly \$1,400,000.

Table 6-6. Annual O&M Costs for Proposed Implementation Plan

Water Station ID	PFAS Treatment Annual O&M Cost ^{a,b}	Iron/Manganese Treatment Annual O&M Cost ^c
WS1	\$236,000 to \$288,000	---
WS3	\$159,000	---
WS4	\$236,000 to \$281,000	---
WS7	\$93,000	---
WS8	---	\$73,000
WS9	\$288,000	---
WS14	\$100,000	---
WS15	---	\$73,000
Total Annual O&M Cost	\$1,260,000 to \$1,360,000	

a. Costs include range for treatment with GAC (lower) and IX (higher).

b. PFAS treatment costs include media change out, staffing costs for typical operations and additional staff time for media change out and backwashing, and PFAS sampling costs.

c. Iron/manganese annual costs include media change out, staffing costs, and raw water pumping costs.

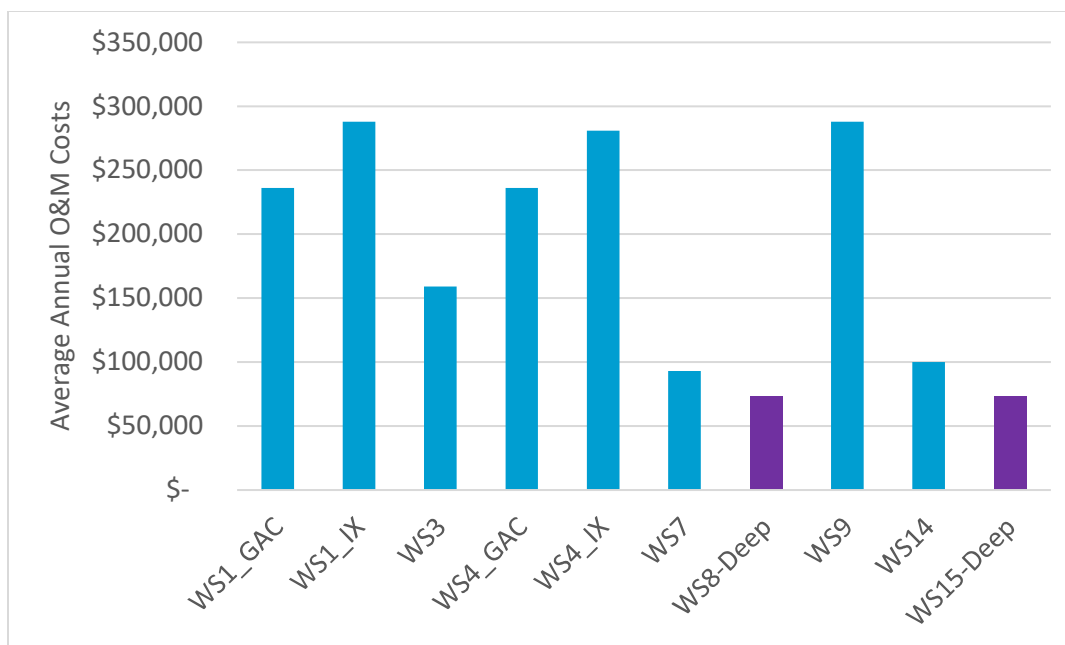


Figure 6-3. Annualized O&M Costs

Purple bars indicate new supply development of the deep aquifer with Fe/Mn treatment, whereas blue represents PFAS treatment.

6.4 City Action Steps

Since the first PFAS detections, the City has been committed to taking active steps to mitigate and manage PFAS in the City's water system. Over the past 5 years, as the PFAS regulations and sampling methods evolved, the City has developed an on-going sampling program and communications to customers, and since then has continued to learn of and assess the impacts in the water system and to plan for future PFAS mitigation. The City has taken the following key steps:

- Completed and implemented a communications plan that included coordination with Clark County Public Health and other local water utilities.
- Completed a PFAS Treatment Feasibility Study in 2022 (BC, 2022) to develop conceptual plans for implementing PFAS treatment at six of the nine water stations.
- Completed bench-scale testing of multiple IX resin and GAC media (HDR, 2023).
- Completed a PFAS source evaluation (Confluence) and on-going groundwater modeling by GSI to try to identify sources of PFAS in the aquifer and understand the plume of contamination (Confluence, 2023).
- Submitted and received a State Revolving Fund grant to design PFAS treatment at WS14.
- Initiated a 12-month pilot study to assess GAC and IX treatment technology (January 2023–anticipated January 2024).
- Initiated design at WS14 for a 3,200-gpm PFAS treatment system and developed design standards for PFAS treatment at other stations.
- Hired new City PM to support PFAS design projects.
- Contracted with Farallon Consulting to identify and sample potential sources of PFAS contamination.
- Completed this PFAS Management Plan to outline the necessary actions to achieve regulatory compliance.

These are just some of the steps the City has undertaken to date. Over the next year and into the future, the City will continue to advance toward managing PFAS and providing a safe and resilient water supply for City of Vancouver's future.

Next Year Look-ahead (2024)

In the upcoming year, the City will be focused on the following key activities:

- Complete pilot testing at WS4 to inform design at other water stations
- Establish interim measures program
- Initiate design for WS4
- Continue design of WS14 and initiate construction
- Plan for Request for Qualifications for next water station design
- Continue to look for sources of PFAS in local groundwater
- Evaluate need for new staffing resources specifically to manage PFAS projects
- Seek additional funding options in order to reduce rate payer burden
- Continue to communicate actions with customers
- Evaluate legal options to recover costs

Future Look-ahead (2025–2031)

Longer term, the City will be focused on the following activities to manage PFAS:

- Implement interim measures program
- Continue to implement plan with treatment at other water stations
- Plan for new water supply from the deep aquifer at select sites (WS15, and possibly WS6 and WS8)

This PFAS Management Plan provides the proposed roadmap for PFAS management over the next 8 years. Over the next year and into the future, the City will continue to make progress toward managing PFAS to secure a safe and clean groundwater supply.

Section 7

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Section 8

Limitations

This document was prepared solely for City of Vancouver in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Vancouver and Brown and Caldwell dated October 7, 2022. This document is governed by the specific scope of work authorized by City of Vancouver; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Vancouver and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Further, Brown and Caldwell makes no warranties, express or implied, with respect to this document, except for those, if any, contained in the agreement pursuant to which the document was prepared. All data, drawings, documents, or information contained in this Plan have been prepared exclusively for the person or entity to whom it was addressed and may not be relied upon by any other person or entity without the prior written consent of Brown and Caldwell unless otherwise provided by the Agreement pursuant to which these services were provided.

Appendix A: Well Average PFAS Concentrations



Table B-1. Wells Ordered by Average PFOS Concentrations

Water Station	Well	Well Capacity (gpm)	Average PFAS (ng/L) ^a				
			Perfluoro-1-octanesulfonic acid (PFOS)	Perfluoro-n-octanoic acid (PFOA)	Perfluoro-1-butanefulfonic acid (PFBS)	Perfluoro-1-hexanesulfonic acid (PFHxS)	Perfluoro-n-nonanoic acid (PFNA)
WS1	WS1-1	2,340	5.8	2.1	2.0	2.8	0.0
	WS1-7	2,260	5.0	2.1	2.2	3.2	0.0
	WS1-8	1,660	4.7	1.2	2.4	2.9	0.0
	WS1-9	1,860	4.6	3.3	2.4	3.0	0.0
	WS1-10	3,400	4.1	3.1	2.7	3.6	0.0
	WS1-11	2,560	4.0	2.0	2.9	3.4	0.0
	WS1-12	2,060	3.8	2.4	2.9	5.3	0.0
	WS1-13	2,340	3.7	4.5	4.0	4.5	0.0
	WS1-3	2,100	3.5	2.7	2.9	4.2	0.0
	WS1-2	2,260	2.7	3.2	2.9	4.8	0.0
WS3	WS3-3	2,000	10.9	4.1	4.8	5.5	0.0
	WS3-1	2,175	7.4	2.1	3.4	4.6	0.0
	WS3-2	2,000	6.8	2.9	4.0	4.5	0.0
WS4	WS4-1	950	23.7	12.0	5.0	6.1	0.8
	WS4-4	1,500	22.0	9.4	5.2	6.4	0.7
	WS4-5	1,500	19.7	7.0	4.2	5.1	0.0
	WS4-9	600	17.0	7.7	4.4	5.3	0.0
	WS4-3	2,000	16.5	7.1	4.5	5.5	0.0
	WS4-2	2,000	14.0	6.2	4.2	5.2	0.0
WS7	WS7-1	800	6.2	1.3	1.9	3.4	0.0
	WS7-2 ^b	500	0	0	0	0	0
WS8	WS8-3	750	18.0	8.4	5.3	3.6	0.8
	WS8-2	500	15.7	6.8	5.1	2.6	0.6

Table B-1. Wells Ordered by Average PFOS Concentrations

Water Station	Well	Well Capacity (gpm)	Average PFAS (ng/L) ^a				
			Perfluoro-1-octanesulfonic acid (PFOS)	Perfluoro-n-octanoic acid (PFOA)	Perfluoro-1-butanefulfonic acid (PFBS)	Perfluoro-1-hexanesulfonic acid (PFHxS)	Perfluoro-n-nonanoic acid (PFNA)
WS9	WS9-4	800	16.0	7.1	5.0	3.9	0.0
	WS9-7	2,400	15.5	6.7	4.7	3.0	0.0
	WS9-3	1,600	14.0	6.3	4.4	2.9	0.0
	WS9-6	2,400	13.7	6.3	4.1	3.5	0.0
	WS9-5	2,600	12.0	5.4	3.9	3.1	0.0
WS14	WS14-3	1,200	25.0	15.7	6.8	4.8	0.0
	WS14-1	1,000	23.0	13.0	6.6	4.7	0.0
	WS14-2	1,000	20.3	12.0	6.7	4.3	0.0
WS15	WS15-2	500	18.5	5.0	5.4	4.9	0.0
	WS15-1	500	16.7	4.3	4.0	3.9	0.0
	WS15-3	500	11.7	3.0	3.3	3.3	0.0

a. Average PFAS levels from September 2020, February and July 2021 sampling of individual wells.

b. Well WS7-2 is served by the SGA, and has not PFAS detections.



Appendix B: Interim Measures Alternatives Evaluation TM





Technical Memorandum

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Prepared for: City of Vancouver (COV)
Project Title: PFAS Management Plan
Project No.: 159139

Technical Memorandum

Subject: Interim Measures Alternatives Evaluation Technical Memorandum - DRAFT
Date: November 2, 2023
To: Tyler Clary, PE (COV)
From: Joanie Stultz, PE (BC)
Copy to: Mehrin Selimgir, PE (COV)

Prepared by: _____
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Reviewed by: _____
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Limitations:

This is a draft memorandum and is not intended to be a final representation of the work done or recommendations made by Brown and Caldwell. It should not be relied upon; consult the final report.

This document was prepared solely for City of Vancouver in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Vancouver and Brown and Caldwell dated October 7, 2022. This document is governed by the specific scope of work authorized by City of Vancouver; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Vancouver and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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Section 1: Interim Measures Alternatives Evaluation

As a part of the City of Vancouver’s PFAS management approach, the City is developing a voluntary program to mitigate the risk of exposure to PFAS for the City’s vulnerable population prior to implementing long-term system-wide PFAS mitigation solutions. Brown and Caldwell (BC) prepared this Technical Memorandum (TM) to supplement Section 3 – Interim Measures of the PFAS Management Plan (Plan) that identifies and evaluates interim measures for the City to consider implementing. This TM describes the evaluation and scoring process, and evaluation results.

For this evaluation, five interim measures alternatives were evaluated using a multiple criteria decision analysis framework (MCDA) framework. Criteria were developed to evaluate the alternatives as part of the analysis. The evaluation includes consideration of annual operating costs of alternatives as well as non-monetary factors to determine which alternatives provide the best value. The criteria and scoring were reviewed during a workshop with City staff on September 6th, 2023, at which time the City provided feedback and discussion on the options. Following this screening effort, the best value options will be brought to the City Council for input and to inform the City’s Plan moving forward.

1.1 Vulnerable Population Threshold

As Discussed in Section 3 of the Plan, the interim measures program is focused on providing services to vulnerable customers in the interim, prior to long-term system-wide solutions, given vulnerable populations may not have the financial means to implement their own interim in-home solution. The Plan proposes qualifying vulnerable populations for financial support using Low-Income Home Energy Assistance Program (LIHEAP) income threshold levels. LIHEAP is an established program with a structure in place to determine income eligibility and it could be expanded to include customer qualification for use in implementing the interim measures. The specifics of how the program will be administered will be developed as part of the implementation plan for the selected measures.

1.2 Interim Measures Alternatives

BC completed an initial literature review of in-home mitigation measure options available, and the extent to which those options are able to mitigate PFAS exposure to levels below the proposed MCL. Refer to Section 3 of the PFAS Management Plan for detail on the review of the interim measure options.

The options were reviewed and the following alternatives were identified for consideration by the City for the alternatives evaluation, summarized in Table 1-1.

Table 1-1. Interim Measures Alternatives for PFAS Mitigation

Alternative	Program Type	Description of Program	Components
Alternative 1	Point-of-Use Treatment – Under Sink Filter	Under-the-sink filtration system that dispenses treated water from existing faucet. Customer would need to have unit installed, and maintained, but cost would be reimbursed by City up to set amount. City would reimburse cost of delivery of replacement filters after 600 gallons use. Service cold water only.	Filter + 1pk of replacement cartridges
Alternative 2	Point-of-Use Treatment – Water Pitcher Filter	A water pitcher that treats the water as the pitcher is filled from the faucet by the user. Cartridge filter would need to be replaced every 100 gallons treated. City would reimburse cost of Pitcher and monthly delivery of replacement filters.	Pitcher + cartridge

Table 1-1. Interim Measures Alternatives for PFAS Mitigation

Alternative	Program Type	Description of Program	Components
Alternative 3	Bottled Water	Purchased bottled water includes 5-gallon jugs affixed to water towers, to be delivered to the customer's home. Five jugs delivered at a time, roughly monthly. Delivery services would be limited to bottled water that are part of the International Bottled Water Association (IBWA), which require bottled water companies that are members of the association to test their bottled water products yearly for PFAS.	Dispenser tower + 5pk of 5-gallon bottles
Alternative 4	Rebate Program (POU or Bottled Water)	City provides initial set-up fees for install and filters and monthly stipend for filter replacements (or alternatively can provide cost for water pitcher and replacement, or a monthly stipend for bottled water delivery)	Filter + 1pk of replacement cartridges (filters) / Tower + 5-pk of 5-gallon bottles (bottled water)
Alternative 5	Pilot Treatment Unit	Pilot treatment unit to treat groundwater at several locations. Residents would fill reusable water containers on select days or times with City staff present. The City could provide an initial set of high-quality fillable water jugs with attached spigots to vulnerable households. This alternative would provide the most confidence in serving supply with PFAS to less than EPA's proposed MCL.	Two, 20 gpm mobile treatment units + 2,272 sets of four 7-gallon refillable jugs

1.3 MCDA Approach

To provide a recommendation for the preferred interim measures alternative(s) for implementation, BC leveraged a decision-support framework that includes engagement with stakeholders in the decision-making process. The steps of the decision-support process and groups engaged in each step are outlined in Figure 1-1. This process is often referred to as MCDA.

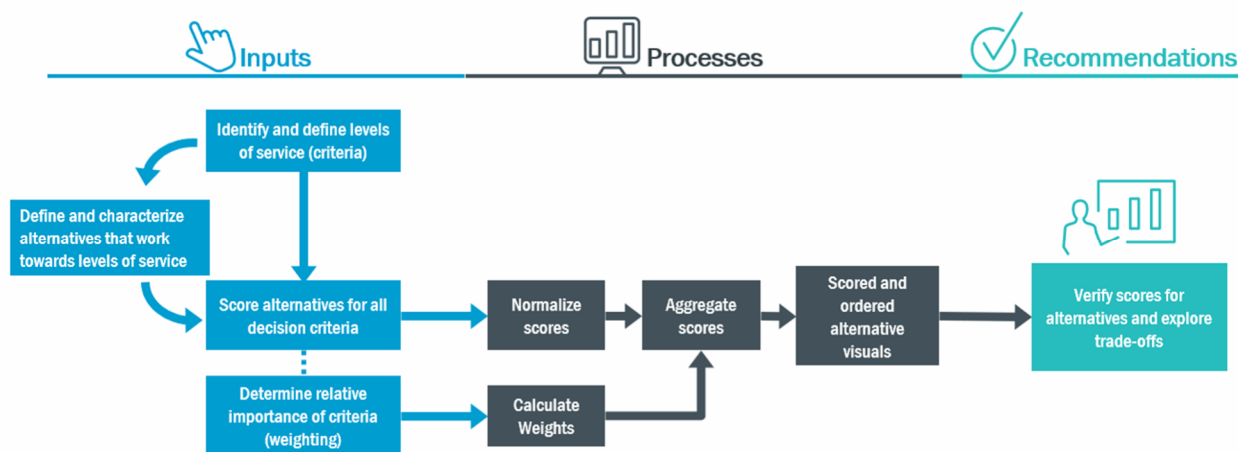


Figure 1-1. Decision-Support process flow diagram

1.4 Criteria Selection

Decision criteria were identified to differentiate and prioritize the five alternative interim measures. Non-monetary criteria are critical to the decision-making process and require a defensible, repeatable approach that makes use of project information available at the time of the evaluation.

BC formulated an initial set of criteria and through discussion with City Staff, nine decision criteria were formulated to highlight the City's values for selecting an option that best serves the community in the interim. The final list of nine decision criteria was formulated to highlight the relative non-monetary benefits associated with alternatives. The descriptions associated with the decision criteria are shown in Table 1-2.

Table 1-2. Evaluation Criteria for Interim Measures		
No.	Criteria	Description
1	Accessibility	How easily can alternative be communicated to and accessed by the vulnerable population?
2	Staffing Burden	How much additional staff time does the alternative require, or will additional hires be required to execute the alternative?
3	Reach	Is this alternative accessible to more than just the vulnerable population of the City (i.e., serve the entire City service area and has a larger reach)?
4	Disruption Risk	How fool-proof is the measure (i.e., what is the likelihood of the alternative breaking down or a disruption (e.g., supply chain shortage) occurring that results in the public losing some access to reduced-PFAS water)?
5	Effectiveness in Reducing PFAS Exposure	What is the level of confidence that the alternative will reduce the exposure to PFAS for customers that use the alternative?
6	Time to Implementation	How long will it take for the City to implement the alternative (i.e., the time it takes for the public to get reduced PFAS exposure)?
7	Alignment with the City's Climate Action Framework (CAF)	How aligned is the alternative's environmental footprint with the City's Climate Priority Resolution ? ^a
8	Public Perception	Will the public like the alternative (i.e., feeling good about what the City did in the interim)?
9	Safety	How safe is the alternative for City staff and the public?

a. City's Climate Action Framework (<https://www.cityofvancouver.us/cmo/page/climate-action>)

1.5 Criteria Weighting

Key City stakeholders were surveyed via a Microsoft Forms survey ahead of the Interim Measures Workshop to provide an initial set of category weightings in association with the criteria list. The survey received seventeen (17) responses, with participants representing the following departments:

- Water - Engineering
- Operations and Maintenance
- Communications
- Wastewater - Engineering

- Finance and Asset Management
- Streets/Transportation
- Surface Water - Engineering
- Environmental Resources

The survey asked stakeholders to rate each criterion on a scale of 0 to 100, where 0 indicates that a criterion should not be impactful in decision making and a 100 indicates that a criterion is the most important factor in decision making. Weights were derived from survey results for each criterion using Equation 1.

$$\text{Weight}_i = \frac{\text{Priority Value}_i}{\sum_{i=1}^9 \text{Priority Value}_i} \quad \text{Equation 1}$$

Where:

Weight = Relative prioritization weight for each criterion

Priority Value = Importance rating of criteria on scale of 0 to 100

i = Refers to the i^{th} criterion among 9 criteria

Weights were based on an average of all survey responses and are presented in Table 1-3. The average was used for MCDA as differentiating between stakeholder group had minimal impact on weights.

Table 1-3. MCDA Criteria Weights	
Criteria	Average Weight
Accessibility	13.3%
Staffing Burden	9.3%
Reach	8.3%
Disruption Risk	11.0%
Effectiveness in Reducing PFAS Exposure	15.4%
Time to Implementation	10.6%
Alignment with CAF	9.0%
Public Perception	10.0%
Safety	13.1%

Section 2: Alternatives Scoring

The next step of the alternatives evaluation is scoring each alternative. The nine criteria were used to score each of the alternatives under consideration. For each alternative, BC developed a score for how well the alternative met the criteria. Scores ranged from 1 to 5. Table 2-1 summarizes the alternatives scoring key.

Table 2-1. Alternatives Scoring Key	
Score	Score Description
1	Doesn't meet criteria
2	Not all criteria met
3	Meets Criteria
4	Slightly Exceeds Criteria
5	Exceeds Criteria

During the Interim Measures Workshop on September 6th, 2023, these initial scores were reviewed and discussed with the City staff. Final scores for each of the alternatives are summarized in Table 2-2.

Table 2-2. Interim Measures Alternatives Scoring						
Criteria	Alternative					Rationale for Scoring
	Alt. 1 (A-1) Under-the-Sink Units	Alt. 2 (A-2) Water Pitchers	Alt. 3 (A-3) Bottled Water	Alt. 4 (A-4) Rebate Program	Alt. 5 (A-5) Pilot Treatment Unit	
Accessibility	3	4	2	5	1	• 1: Requires personal transportation; 2: Have to lift and store bottled water jugs, 3: Has to be installed and maintained, 4: No plumbing fix needed, but limited by water amount, 5: Flexibility to buy what customer wants with stipend (bottled water jugs or individual bottles)
Staffing Burden	2	3	3	4	1	• 1: Requires multiple new staff for Pilot treatment unit, 2: One or two new program staff to develop program, 3: One new staff, with most absorbed by current staff, 4: Time from existing staff, 5: No extra staff time needed.
Reach	1	1	1	1	4	• 1: All options except the Pilot unit would be limited to vulnerable population. 5: Pilot unit could be utilized by all customers.
Disruption Risk	3	3	4	5	2	• 2: More equipment susceptible to breakdown/interruption 3: Disruption in service by homeowner forgetting to replace filter, 4: Missed delivery, 5: Control of purchase is on customer, and no reliance on delivery
Effectiveness in Reducing PFAS Exposure	2	4	3	1	5	• 1: Lack of control of what is purchased with rebate funds, 2: Under-sink filters limited to cold water tap, which can be forgotten 3: Delivery service for water most likely IBWA product that is periodically tested for PFAS, 4: More confidence in Water Pitcher filter than bottled water, 5: Pilot unit will undergo rigorous testing and control
Time to Implementation	2	4	4	5	1	• 1: Pilot Unit would take the longest to ramp up for design, construction. 3: Under-the-sink units require program to coordinate plumbing services to install new filters 4: Bottled water requires added program step of delivery service, 5: Time needed only for program development
Alignment with CAF	5	3	1	3	4	• 1: Bottled water requires transport (GHG emissions) and plastic bottle use, 2: Rebate program, while using bottled water, requires less separate trips to the store, 3: Less frequent delivery for water pitcher filters so less GHG emissions, 4: Less wasteful (limited one-use items) 5: Less frequent change outs so less material wasted and less GHG emissions.

Table 2-2. Interim Measures Alternatives Scoring

Criteria	Alternative					Rationale for Scoring
	Alt. 1 (A-1) Under-the-Sink Units	Alt. 2 (A-2) Water Pitchers	Alt. 3 (A-3) Bottled Water	Alt. 4 (A-4) Rebate Program	Alt. 5 (A-5) Pilot Treatment Unit	
Public Perception	5	2	3	5	1	1: Assuming least favorable is picking up water from station. 2: Public have disliked water pitchers at other Utilities with interim measures, 3: Confidence in bottled water and ease of use once delivered, 4: Provides freedom to choose what to purchase, 5: Keeps status quo to use existing faucet for tap water.
Safety	5	5	2	3	1	1: Pilot unit with pick up could be unsafe for City staff to interact with public. 2: Customer needs to lift 70 lbs. bottles, and potential for injury, 3: Rebate program could involve handling large water jugs (not required), 5: No safety concerns with Water Pitchers and under-the-sink units.
Total Score	28	29	23	32	20	---

2.1 Alternative Costs

To determine the City's cost to implement the program for qualifying residents, a vulnerable household was defined based on income using the LIHEAP income threshold levels. Clark Public Utilities reported there are currently 4,000 vulnerable households served by the City that already received energy assistance through an existing Clark Public Utilities LIHEAP. According to the 2022 Census, there are 184,173 households in Clark County, of which 75,663 are located in the City. This provides a ratio of Clark County households to City household equaling 2.43. Additionally, the City of Vancouver's water service area is about 40 percent larger than the City limits. Based on these assumptions, the City's vulnerable population was estimated to be approximately 2,300 households.

Annualized 5-year implementation costs for the interim measure alternatives are summarized in Table 2-3. The interim measures would be implemented during the period ahead of when the long-term solutions can be implemented. Based on the proposed EPA compliance timeline, the long-term treatment solutions would be online within 3 to 5 years. Therefore, the costs for the interim measure are presented for the 5-year timeline. Costs include a range from multiple manufacturers based on 2023 vendor quotes for the equipment and installation, as well as replacement filters, pitchers, or bottled water. Refer to Section 3 of the Plan for more detail on the interim measures and cost details.

All point-of-use treatment options and bottled water options include costs assuming a subscription service is set up with the manufacturer. The costs presented for the Rebate program represent the cost for the water pitchers option to simplify the presentation, but could be implemented to provide the point-of-use and/or the bottled water options.

Staffing costs are included for the pilot treatment unit because it is assumed that two additional water treatment operators will be needed. The other options assume that additional staff time will be needed, but it can be absorbed into the existing customer service team demands. There will be an initially staff time demand to set up the program and subscription services for those options, but then a decrease in time to maintain the program for qualifying customers. This is an approximation at this time, and there could be additional staff costs associated with some of these options based on further development of the program.

Table 2-3. Alternatives 5-year Implementation Costs		
Alternative	Program Type	5-year cost for Vulnerable Households (range for multiple manufacturers) ^a
Alternative 1	Point-of-Use Treatment - Under Sink Filter ^b	\$2,715,000 - \$7,205,000
Alternative 2	Point-of-Use Treatment - Water Pitcher Filter ^b	\$3,457,000
Alternative 3	Bottled Water	\$7,353,000 - \$8,070,000
Alternative 4	Rebate Program ^c	\$3,457,000
Alternative 5	Pilot Treatment Unit	\$3,244,000

a. Number of vulnerable households was estimated to be 2,300 households for cost-estimating purposes, based on an approximate number of City of Vancouver customers that would qualify for federal LIHEAP assistance. Costs based on 2023 vendor quotes.

b. Costs assume subscription service where vendors directly deliver to households.

c. Rebate program could be offered for point-of-use filters, water pitchers, or bottled water, or a combination of options depending on the preferred approach. Costs presented for water pitcher option.

The cost for 5 years of service for bottled water or the under-sink units are similar and have the highest costs of the options considered.

2.2 Results

As shown in Table 2-1, comparing alternatives requires normalizing the alternative scores (Table 2-2), applying weights (Section 1.5), and exploring cost and non-monetary tradeoffs (see Figure 1-1 for full MCDA process).

The first step, normalizing the alternative scores, avoids the issue where magnitude doesn't have meaning for qualitative scores. Scores were normalized as the fraction of other alternatives that an alternative performed better than (e.g., better than all other alternatives = 1, and better than no other alternatives = 0).

The collective weighted criteria were used to score each of the alternatives. Using the weighted criteria and the criteria scores, a relative benefit score was determined, presented in Figure 2-1.

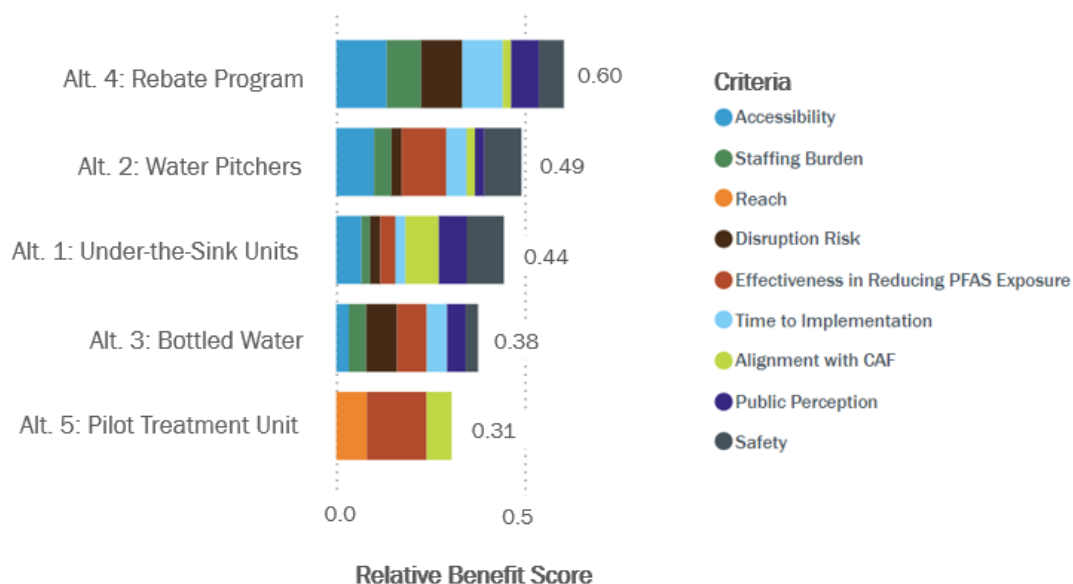


Figure 2-1. Interim measures relative benefit scores

Higher score indicates more benefit

As shown, the rebate program (Alt 4) performed the best as it has the highest relative benefit for accessibility, staffing burden, and time to implement based on the stakeholder weighting (Section 1.5) and scoring (Section 2). Alt 4 only performed poorly in the Alignment with CAF, given the option could offer bottled water has a higher environmental impact. The Pilot Treatment unit, while scoring the highest in the effectiveness in reducing PFAS exposure with the ability to control the treatment, this alternative scored the lowest in many of the other categories, with the lowest overall relative benefit score.

Best Value Option

While aggregate non-monetary benefit characterization aids in identifying what the best alternatives are on their surface, it does not account for cost. The relative benefit score for each option was plotted against the 5-year implementation costs to see how the interim measures compare, as presented in Figure 2-2. Alternatives toward the upper left of the chart score the “highest” with the highest relative benefit score and lowest cost. The rebate program scored the highest with the highest relative benefit. Figure 2-2 presents the results with the rebate program proposed to be equal to the water pitchers option for comparison purposes. The exact rebate amount would be refined based on the selected rebate program options, and the market prices for filter units and install costs at the time of the program implementation.

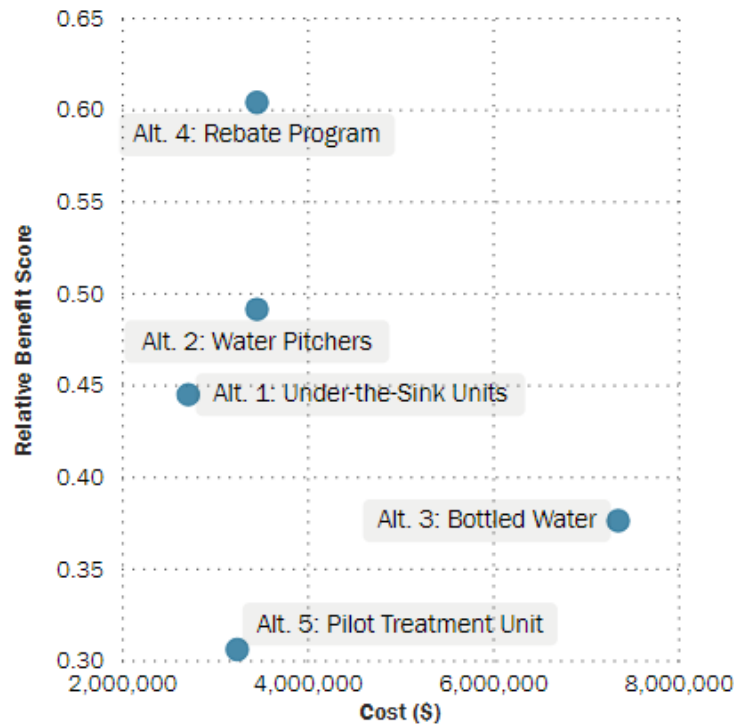


Figure 2-2. Best-value ranking based on cost and relative benefit score

Section 3: Recommendations

At the Interim Measures Workshop held on September 6th, 2023, results of the evaluation summarized in Section 2 were reviewed and discussed with City staff. This section summarizes the workshop discussion outcomes and trade-offs between the alternatives.

Options Screened Out

Based on the discussion at the workshop and the scoring process, the Pilot Treatment Unit is not a viable option. This option has some major logistical challenges with having community members drive to locations to fill water jugs. More notably though is the equity issue of having a higher amount of the vulnerable population not having access to transportation. While the City could offer exceptions with delivery service for the homebound or those without transport, the process could be a significant burden on the City's current operations, and more risk with not providing customers with water treated to move PFAS to below the treatment target.

Options to Consider Further

The point-of-use treatment options with water pitchers or under-the-sink units, as well as the bottled water delivery option are all potential options for the City to consider further. Providing those options as a rebate program may be preferred for the reduce administrative burden on the City, and for providing the most flexibility to customers.

3.1 Next Steps

Based on the assessment of the potential interim measures and scoring process, the rebate program scored the highest. This option could provide flexibility for customers to receive assistance for in-home point-of-use filters, water pitchers, or bottled water. The City's next steps will be to present the options to the City Council to gather input on the options, and to develop a plan around the preferred option.



Appendix C: State-Provided List of Approved POU Filters





Contaminants

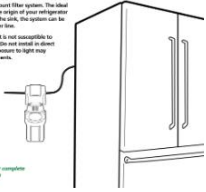
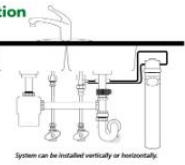
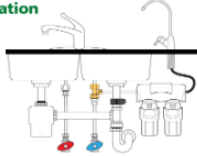
PFAS Point-Of-Use Filter Options

331-713 • 2/8/2023

NSF Certified, PFAS-Reducing Water Filter Brands (Point-of-Use type)

NSF is an independent organization that verifies manufacturer claims about water filters. To be certified for PFAS removal, a filter must reduce a water concentration of 1,500 parts per trillion (ppt) PFOS +PFOA to less than 70 ppt PFOA and PFOS over the life span of the filter.

Filters listed below are not endorsed by DOH. We compiled this information in January 2023. Check the manufacturer website and [NSF website](#) for the most current information. Do-it-yourself installation instructions are included with all units, but some people may want a plumber's help. For additional home water treatment information, see [Home Water Treatment for PFAS 331-699 \(PDF\)](#) on how to reduce PFAS levels in your household tap water.

Company	PFAS Filter Model	Filter Type	Filter Cost	Filter lifespan (Replacement Schedule)	Water Flow Rate	Replacement Filter Cost	Additional Considerations
A.O. Smith Clean Water Filter for Refrigerators & Freezers A. O. Smith (aosmithatlowes.com)	AO-FF	Fridge/Freezer Do-It-Yourself Installation Choose a location to mount the system. The ideal location depends on the origin of your refrigerator water supply. If under the sink, the system can be installed near that water line. Filter must be upright. It is not acceptable to freezing temperatures. Do not install in direct sunlight. Permanent exposure to bright rays creates plastic components. See owners manual for complete installation instructions. 	\$55	200 gallons or 6 months	½ gallon per minute	\$30	1 year warranty
A.O. Smith The Clean Water Filter For Main Faucets A. O. Smith (aosmithatlowes.com)	AO-MF-ADV	Under sink Do-It-Yourself Installation The System Head must be installed less than three feet away from the cold water inlet valve. Make sure you have at least 20 inches of space available for installation. Leaving an additional 2 inches of clearance from the base of the cartridge for easy replacements. Note: We recommend using an approved or certified professional if drilling is required. System can be installed vertically or horizontally. 	\$110	784 gallons or 6 months	1 ½ gallons per minute	\$77	1 year warranty
A.O. Smith 2-Stage Brushed Nickel Water Filtration System A. O. Smith (aosmithatlowes.com)	AO-US-200	2 Stage Filter under sink Do-It-Yourself Installation Select a space under your sink for the filter that is at least 12" from the bottom of your cabinet and allows for easy access to a cold water supply line. Faucet may be mounted on sink using an existing hole for a garbage disposal or soap dispenser, or by drilling a hole no more than 1/2" in diameter. Be sure location of faucet allows space to extend slightly past the edge of the sink. Note: We recommend using an approved or certified professional if drilling is required. 	\$139	500 gallons or 6 months	½ gallon per minute	\$66 (two pack)	1 year warranty

Company	PFAS Filter Model	Filter Type	Filter Cost	Filter Replacement Schedule	Water Flow Rate	Replacement Filter Cost	Additional Considerations
Aquasana Aquasana Clean Water Machine Powered Countertop Water Filter	AQ-CWM2-B	Counter-top unit 	\$200	300 gallons or 6 months	½ gallon per minute	\$60 (two pack)	1 year warranty, a 2-pack of filters is provided with unit.
Aquasana 3-Stage Fast Flow Rate Under Sink Water Filter Aquasana	AQ-5300+.55	3 Stage Filter, under sink with dedicated faucet 	\$225	800 gallons or 6 months	¾ gallon per minute	\$80 (set of three)	1 year warranty
Cyclopure Purefast™ Cyclopure	Purefast	Filter Cartridge for Brita pitcher 	\$45	65 gallons per filter	1 pitcher load of water takes about 20 min to filter	\$45 per filter	Fits inside a Brita water filter, Brita pitcher is not included. Filters come with prepaid return shipping for used filters.

Company	PFAS Filter Model	Filter Type	Filter Cost	Filter Replacement Schedule	Water Flow Rate	Replacement Filter Cost	Additional Considerations
Hydrowiv Hydrowiv Filters For Your Home Hydrowiv		Can be installed on Fridge/Freezer or Under Sink connected to existing faucet. 	\$175 each	6 months		\$87	Filters are optimized for water quality in your area
KineticoPRO KPMF HC610-PFAS - PFAS Series, 10" PFOA/PFOS reduction filter cartridge KineticoPRO	HC Series KPMF HC610-PFAS	Under sink, connected to existing faucet 		2000 gallons	2¾ gallons per minute		Contact the company directly for cost WaterCare@KineticoPRO.com 1-800-321-5022

Company	PFAS Filter Model	Filter Type	Filter Cost	Filter Replacement Schedule	Water Flow Rate	Replacement Filter Cost	Additional Considerations
ZeroWater 5-Stage Water Filter Pitchers & Dispensers - Pure Tasting Water – ZeroWater	5-Stage	Countertop units (sizes range from 7-40 cup pitchers) 	\$24-\$75	25-40 gallons depending on level of PFAS in water	6.5 ounces per minute (slow).	\$90 for a 6-pack of filters	Filter discounts for multiple purchases
Multipure Under Counter Water Filter - Aquaperform Multipure	Aquaperform MP880	Below Sink or Countertop Filter 	\$590	600 gallons	1 gallon per minute	\$145	Lifetime housing warranty, additional fees based on type of filter purchased
Multipure Aqualuxe - The Ultimate Water Filter Machine Multipure	Aqualuxe	Below Sink or Countertop Filter 	\$1250	500 gallons	3/4 gallon per minute	\$175	Lifetime housing warranty, additional fees based on type of filter purchased

Reverse Osmosis Filter Options (Point-Of-Use filters)

No reverse osmosis (RO) filters are currently NSF certified for PFOA/PFOS reduction, but independent research shows RO filters are highly effective for removing many types of PFAS. Below are some examples of RO filters on the market. Note that RO filters block PFAS from entering your tap water but send the blocked PFAS to your septic tank or sewer where PFAS can re-enter the environment. RO systems also waste water. On average, three to four gallons of water are sent down the drain for every one gallon of filtered water.

Company	PFAS Filter Model	Filter Type	Filter Cost	Filter and Membrane Replacement Schedule	Water Flow Rate	Replacement Filter and Membrane Costs	Additional Considerations
A.O. Smith Clean Water Filter With Reverse Osmosis Boost A. O. Smith (aosmithatlowes.com)	AO-US-RO-4000	Under sink unit.	\$219	Filter lasts 365 gallons or 6 months, membrane lasts 1 year	½ gallon per minute	Filter: \$100 Membrane: \$100	2 year warranty
A.O. Smith Clean Reverse Osmosis Water Filtration System A. O. Smith (aosmithatlowes.com)	AO-US-RO-MB-4000	Under sink unit	\$269	Filter lasts 365 gallons or 6 months, membrane lasts 1 year	½ gallon per minute	Filter: \$100 Membrane: \$100	2 year warranty RO System with Microbial Boost
Aquasana Reverse Osmosis Under Sink Drinking Water Filter Aquasana	AQ-RO-3.55	Under sink unit	\$250	Filter lasts 365 gallons or 6 months, membrane lasts 1 year		Filter: \$70 Membrane: \$60 Remineralizer: \$40	2 year warranty



To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email civil.rights@doh.wa.gov.

Appendix D: City of Woburn Bottled Water Rebate Program and Medford Water Commission Toilet Rebate Form



Bottled Water Rebate Program – UPDATE – 1/6/2023

The Massachusetts Department of Environmental Protection (DEP) issued a new drinking water regulation that limits the sum of six PFAS compounds (known as the PFAS6) to 20 parts per trillion (ppt).

The new drinking water standard requires public water suppliers to test for the presence of PFAS6.

DEP recommends consumers in sensitive populations, including pregnant or nursing women, infants under one year of age and people diagnosed by their health care provider to have a compromised immune system not to consume, drink or cook with water when the level of PFAS6 is above 20 ppt. These individuals are advised to use alternative sources of water such as bottled water tested for PFAS6.

The City of Woburn will be offering a residential rebate program only for qualifying customers in the previously mentioned sensitive populations to offset the cost of purchasing bottled water. The rebate program will work as follows:

- 1.) A household/unit with a resident in a sensitive population (defined above) will be eligible for a \$30.00 credit /month (only one credit per household/unit)
- 2.) A check will be mailed semiannually for any quarter the city is DEP non-compliant.
- 3.) You must re-apply every six months after issuance of semiannual water bill (February and August).
- 4.) From January 1, 2022 thru June 30, 2022 (1st and 2nd quarter) the City complied with the new state standard.
- 5.) The rebate program for the 3rd and 4th QUARTER (which is for the water billing period from July 1, 2022 thru December 31, 2022) will open in February of 2023.
- 6.) The City was non-compliant in the 3rd quarter (7/1/22 thru 9/30/22), a rebate in the amount of \$90.00 will be available for qualifying customers.
- 7.) The City complied with the DEP standard for the 4th quarter (10/1/22 thru 12/31/22). See <https://www.woburnma.gov/water-pfas-testing-results/>

This rebate program is not intended to operate as a guarantee regarding any exposure to PFAS6 and does not imply that it limits exposure to PFAS from other sources, nor does it operate as an admission of liability by the City if exposure to PFAS6 does occur. The City reserves the sole right to change the terms of rebate program at any time.

To qualify for this rebate program, you need to provide written proof from a medical professional that you fall into one of sensitive populations defined above. Letter does not need to specify which group you fall into and why, but you will need to identify which resident qualifies for this rebate. You do not need a new medical letter if you have already been approved and received a rebate.

Proof of residency by water bill, tax bill or signed lease. Birth certificate for child under one year old. You will need to provide an update for proof of residency regardless of prior approval.

The application is online only and will require you to upload documents. Please do not mail or drop off your application. If you need assistance please call the Water Department 781-897-5945



WATERSENSE TOILET REBATE PROGRAM APPLICATION

See 2nd page for complete instructions.

MEDFORD WATER ACCOUNT INFO (Property must have a water account with Medford Water to qualify)			
Account #(s):		Customer Name:	
		☐ Owner ☐ Renter	
Installation Street Address:		City:	State: Zip:
Number of toilets on property:		Number of toilets replaced / installed:	

CONTACT INFO FOR PERSON REQUESTING REBATE			
Name:		Email:	
Mailing Address:		City:	State: Zip:
Phone:		Installation involves:	
☐ Home/Cell ☐ Work		☐ New construction ☐ Replacement of Existing Toilet(s)	

NEW TOILET INFORMATION (MUST be WaterSense® Certified model)		
Purchase Date(s):	Purchase Price (each):	Number Purchased:
Brand Name(s):	Model #(s):	
Purchased From:	☐ Email pictures of new and old toilets to conserve@medfordwater.org .	

AGREEMENT AND SIGNATURE
Medford Water may deny any application that does not comply with all of the WaterSense Toilet Rebate Program Eligibility Instructions. Medford Water makes no representation or warranty regarding the toilets eligible for rebate. Any claim based upon any defect or failure of performance of a toilet purchased by the applicant should be pursued with the manufacturer or distributor. By participating in the program, the applicant waives and releases Medford Water from any and all claims and causes of action arising out of the purchase, installation, or use of the toilets purchased in connection with the rebate program. Verification inspections are not a certification, warranty, or other approval with respect to the applicant's compliance with applicable laws, ordinances and building codes. Medford Water reserves the right to alter this program at any time. Rebates will be issued on a first come first served basis; program may end if funds are depleted. By signing my name, I hereby agree to all terms and conditions set forth herein. Applicant / Owner Signature: _____ Date: _____



Questions Call (541) 774-2436 or email conserve@medfordwater.org

For Office Use Only:

Date Received:	Year Built:	Date Inspected:	Flush Volume:
Rebate Approved:			
☐ Yes ☐ No If no, reason:			

PROGRAM ELIGIBILITY & REBATE AMOUNTS

- Rebate applies to the installation of **WaterSense® labeled** dual flush and 1.28 (or less) gallon per flush toilets.
- Property must have a water account with Medford Water in good standing.
- Toilet pictures, application and sales receipt **must be received by Medford Water staff before rebate is issued.**
- Rebate for 3.5 gallons or higher per flush is \$85 for first toilet, and \$40 thereafter per toilet.
- Program is generally limited to 25 rebates per site (call for details).
- Old toilets **must be taken to Rogue Disposal Transfer Station with Voucher from Medford Water to receive full rebate.**
- Rebates requested by non-owners require property owner's written consent with signature on provided form.

\$85

Replacement and recycling
of a toilet flushing 3.5
gallons or more.

Free recycling voucher

\$40

Replacement and recycling
of a toilet flushing 1.6
gallons per flush (gpf).

Free recycling voucher

\$40

Installing a qualified 1.28
gpf toilet in lieu of a 1.6 gpf
model in new construction.

INSTRUCTIONS CHECKLIST

- ☐ **Select and purchase WaterSense toilet(s).**

Eligible models are identified with a WaterSense® label. Verify eligibility by reviewing the list of qualifying toilets at: <http://www.epa.gov/watersense>. Toilet model number(s) must match the numbers on the WaterSense® list exactly. No mixing of tanks and bowls from the list is allowed, as each model has been tested in specific combinations for performance and efficiency.
- ☐ **Install WaterSense toilet(s).**

Installation is the responsibility of the applicant. Keep the box the new toilet came in until after pictures are received. **DO NOT dispose of old toilets until Medford Water has received and confirmed pictures are clear and acceptable and you have received your recycling voucher.**
- ☐ **Complete and submit the rebate application and attach the sales receipt.**

Submit the application to Medford Water by email, mail or delivery to our office. Email: conserve@medfordwater.org.
- ☐ **Email pictures of old and new toilet(s) and receive recycling voucher.**

Once pictures of old and new toilets are received, a recycling voucher will be issued. If you submit an application in advance, Medford Water will contact you to gather any additional information. Applicant's signature on this form authorizes Medford Water to perform an onsite inspection, if necessary.
- ☐ **Recycle old toilet(s) at Rogue Disposal Transfer Station.**

This is **required** to receive the full rebate amount. Vouchers for free recycling will be provided by Medford Water. If you hire a plumber, be sure to inform them of this requirement and work out any details ahead of time. Rogue Disposal will validate the voucher and direct you to the designated recycle container. Remove all metal and plastic parts from the old toilet before recycling. **If the recycling voucher is NOT received by Rogue Disposal, the rebate amount will be \$20 per toilet.**

Lower the Flow and Save H₂O!

Appendix E: WS1 and WS7 Proposed Treatment Layouts



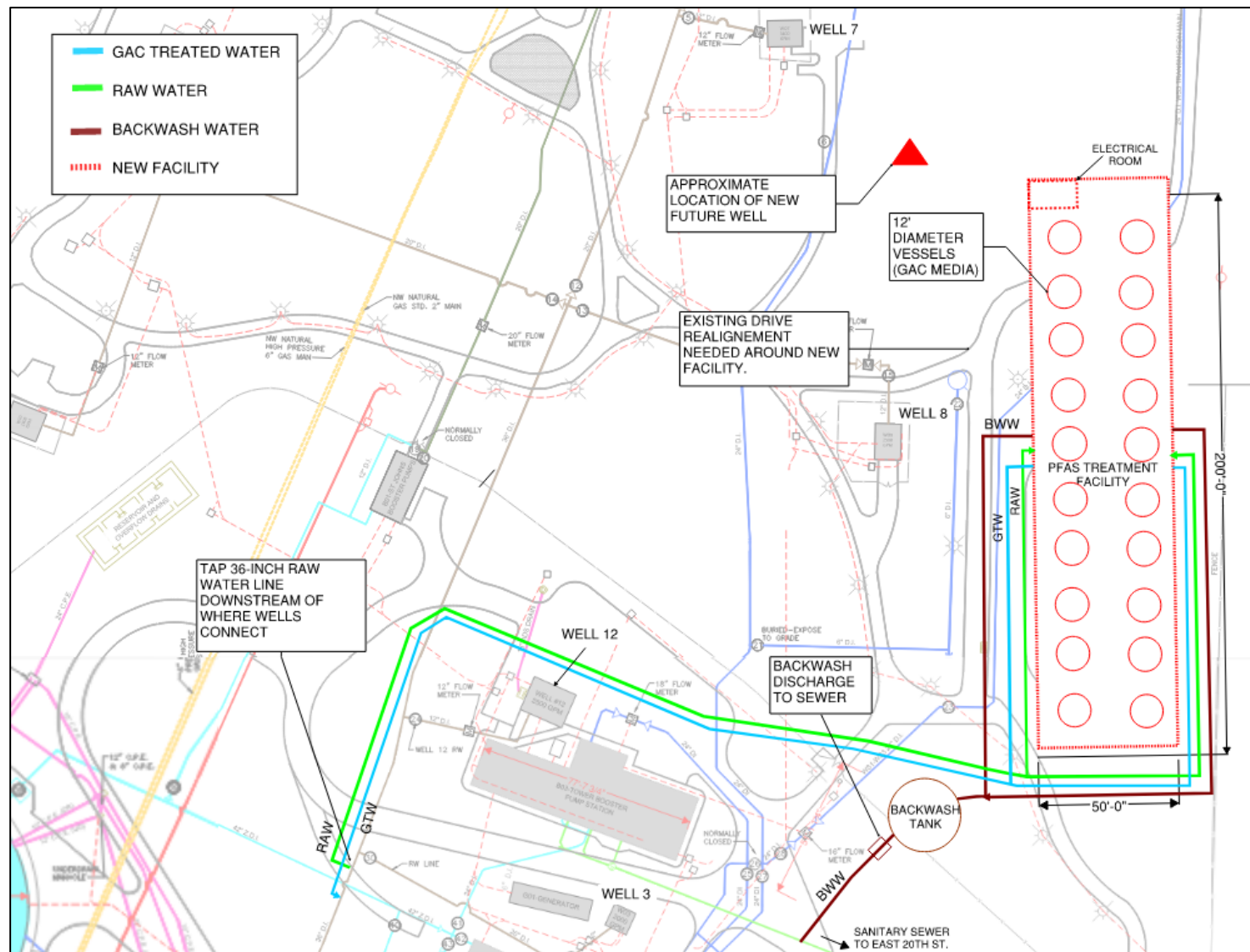


Figure E-1 WS1 proposed treatment layout – GAC

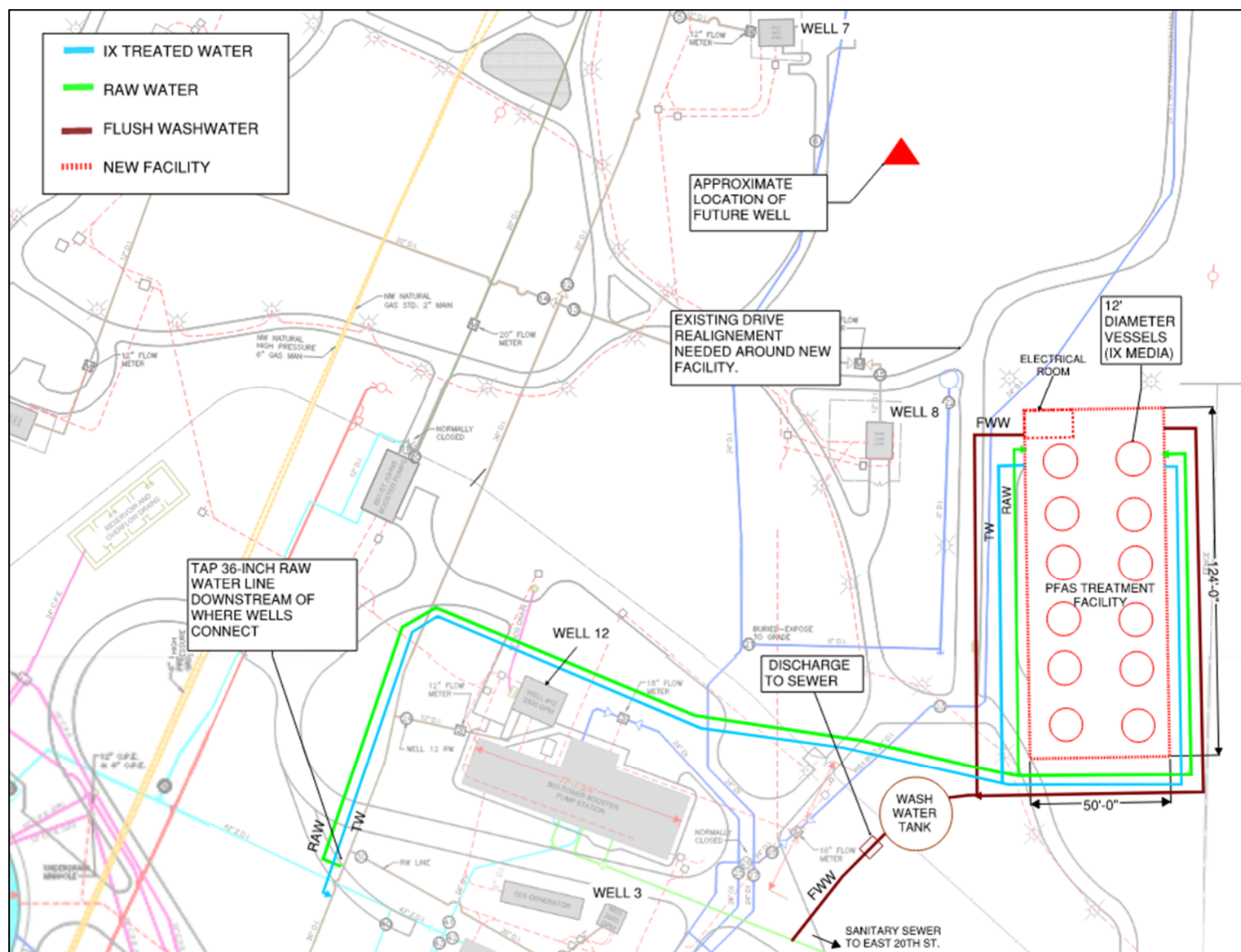


Figure E-2. WS1 proposed PFAS treatment layout – IX

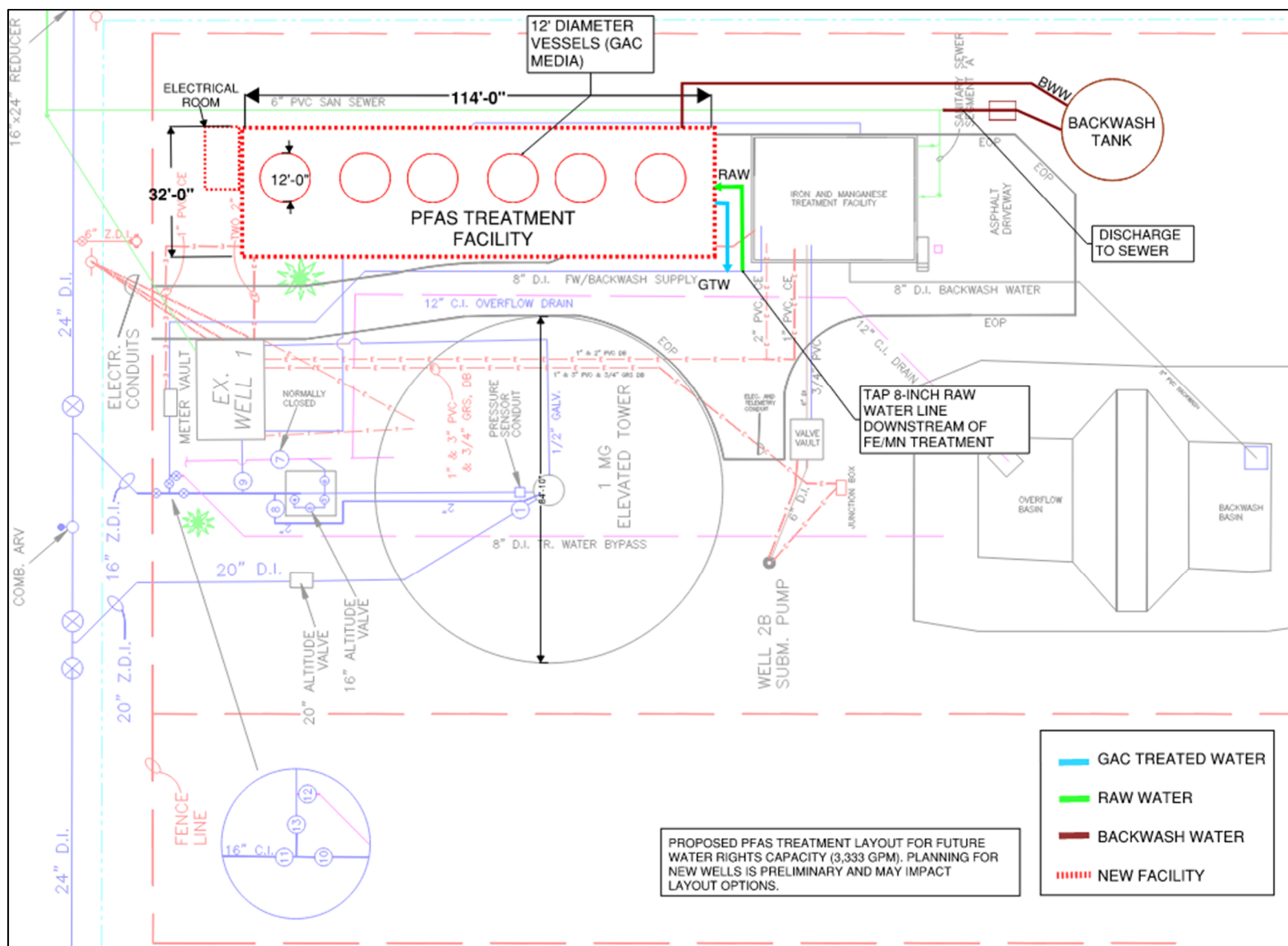
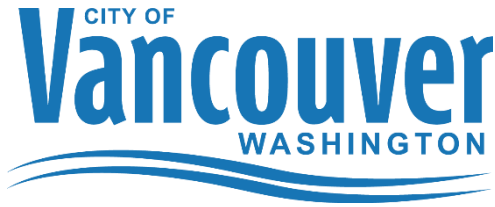


Figure E-3. WS7 proposed PFAS treatment layout - GAC



MEMORANDUM

DATE: December 4, 2023

TO: Eric Holmes, City Manager

FROM: Tyler Clary, Water Engineering Program Manager

RE: **PFAS Management Plan Workshop Materials**

CC: Lon Pluckhahn, Deputy City Manager

This memo is intended to be included with the council packet for the December 18th, 2023 PFAS Management Plan City Council workshop. The entire draft of the PFAS Management plan is included with the council packet in case council members would like to review the document. The plan is still in draft format, but is nearly complete.

For council members that may not want to review the entire document, please review the Executive Summary, which provides an overview of the plan and the major decision points. The December 18th workshop will cover the main points of the plan.

Let me know if there are any questions. Thank you.



Staff Report: 230-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Bid award for Blandford Drive Subbasins LID Retrofits, ITB 23-21

Key Points

- The project will provide water quality treatment and infiltration for sections of the Dubois and Cliffside neighborhoods, which currently drain to Blandford Canyon. The City received 11 bids for the project.
- Staff proposes awarding a contract to the lowest responsive bidder, Rotschy, Inc. of Vancouver, Washington, at the bid price of \$1,456,546.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

Runoff from the plateau area adjacent to the northern end of the Blandford Canyon drains untreated and undetained to the canyon storm system, which flows to a stormwater pond along Columbia House Boulevard and ultimately drains to the Columbia River. Localized flooding occurs downstream along Columbia House Boulevard upstream of the stormwater pond. This project will install 21 underground filter media cartridge units, two bioretention facilities and associated underground infiltration facilities. These new facilities will treat and infiltrate stormwater from approximately 22 acres of impervious surfaces reducing flows to the Blandford Canyon system.

On 11/28/2023, the City received 11 bids for the subject project. The bids ranged between \$1,456,546 and \$2,669,480. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Rotschy, Inc., Vancouver, Washington	\$1,456,546.00.
Inland Company, Battle Ground, Washington	\$1,565,907.00
Jeffries Company, Woodland, Washington	\$1,645,273.40

McDonald Excavating, Washougal, Washington	\$1,654,826.00
Tapani, Inc., Battle Ground, Washington	\$1,871,017.81
Advanced Excavating, Kelso, Washington	\$1,941,010.00
New X Inc., Monroe, Washington	\$1,942,341.50
Halme Excavating, Inc., Battle Ground, Washington	\$1,982,855.00
Nutter Corporation Vancouver, Washington	\$2,204,850.00
Clark and Sons, Battle Ground, Washington	\$2,273,769.00
North Cascade, Woodland, Washington	\$2,669,480.00
Engineers' Estimate	\$2,287,000.00

The Contractor plans to exceed the Apprenticeship Utilization goal of 4% by using 300 apprenticeship hours out of the total 5669 project hours.

Advantage(s)

1. The project will add water quality treatment and infiltration to eliminate downstream flooding while maintaining emergency overflow connections to the existing downstream storm system.
2. Infiltration of stormwater provides for aquifer recharge.
3. The City received a Water Quality Grant that will fund 75% of the project cost which will greatly reduce the budget impact.

Disadvantage(s)

None anticipated.

Budget Impact

This project is funded in part through a State Water Quality Financial Assistance Grant. The grant covers project design, engineering, and construction costs. It requires a 25% cash match from the City which will come from the Surface Water Utility Fund. The project is fully budgeted in the City's Capital 2023-2024 Budget.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2023-2024 Surface Water Construction Capital Budget.

Action Requested

On December 18, 2023, award a construction contract for the Blandford Drive Stormwater Retrofits project to the lowest responsive and responsible bidder, Rotschy, Inc. of Vancouver, Washington, USA at their bid price of \$1,456,546.00, and authorize the City Manager or designee to execute the same.

Mike Swanson, Civil Engineer, 360-487-7182; Kris Olinger, Utility Engineering Program Manager, 360-487-7188

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



LEGEND

PROJECT AREA LIMITS

Mead & Hunt
Mead and Hunt, Inc.
9600 NE Cascades Parkway,
Suite 100
Portland, OR 97220
phone: 503-548-1494
meadhunt.com

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

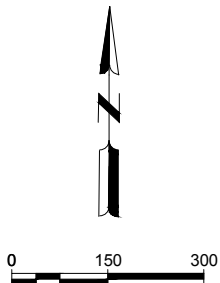
CITY OF VANCOUVER, WA
BLANDFORD DRIVE LID RETROFITS

ISSUED

MSH NO.: 3003300-202121.01
DATE: 11/22/2023
DESIGNED BY: JRT
DRAWN BY: ZEM
CHECKED BY: RDT
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PROJECT OVERVIEW
EXHIBIT

SHEET NO.





CONSTRUCTION CONTRACT # C-101512
ITB 23-31: Blandford Drive Subbasins LID Retrofits

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Rotschy, Inc., 7408 NE 113th Circle, Vancouver, WA 98662 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-31 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the installation one (1) lined bioretention swale, one (1) Silva Cell bioretention system, twenty-one (21) filter media cartridge catch basins, and infiltration trenches with cleanouts and drywells. The Contractor shall also install subsurface perforated pipes, storm mains, structures, and connect into the existing storm system and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract Work shall be Physically Complete within 120 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, 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 8.7% Washington State Sales Tax (if applicable) \$1,456,546.00 USD.

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.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
- 10. GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
- 11. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 12. 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 prevailing wage in effect for the first contract year is **Tuesday, November 7, 2023**. This rate will be updated annually on the anniversary of the contract.

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.

- 13. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such

notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be

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

- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. THIRD-PARTY BENEFICIARY:** All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

23. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

25. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

27. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

28. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

29. USE OF CITY'S NAME: Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise

without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

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

31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

32. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

33. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

34. CONTRACT DOCUMENTS AND 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):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. WA State Dept of Ecology Stormwater Facility Specifications Insert,
8. City of Vancouver Standard Plans,
9. WSDOT Standard Specifications,
10. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995

Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Drew Rotschy
Rotschy, Inc.
7408 NE 113th Circle
Vancouver, WA 98662
estimator@rotschyinc.com

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Rotschy, Inc.

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: 231-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Purchase and Sale Agreement between City of Vancouver and the Housing Authority of the City of Vancouver

Key Points

- Purchasing this property will allow the City of Vancouver and the Vancouver Housing Authority (VHA) to collaborate in the development of a large parcel in the Heights area.
- Purchasing this property will allow Vancouver Fire Department to re-locate and build a larger Fire Station #3 to accommodate the Heights Development project and ensure this service area has adequate responsiveness to calls. A replacement of Fire Station #3 was one of the City's highest priority capital projects to be funded by Proposition 2. The future new Fire Station #3 will be engineered and constructed to withstand a seismic event and able to maintain operations in the event of a regional emergency.
- An independent appraisal of the property was prepared by Colliers International on May 31, 2023, valuing the land at \$600,000.
- The acquisition also includes a cost reimbursement to the VHA in the amount of \$505,109, equal to fifty percent of the remediation, demolition, and associated site work expenses incurred by the VHA to remove structures and prepare the land for redevelopment.
- The purchase agreement also contemplates a purchase option for the City to acquire an additional .5 acres of adjacent land at the same square foot valuation and, if necessary, future easements and shared maintenance agreements to facilitate access.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

As the City of Vancouver continues to grow, so do the public safety needs of our residents. As part of our continued efforts to maintain the best public safety policies and practices and to assist in the Heights Development Project, the City of Vancouver' General Services and Fire Departments, determined that the City would best be served by re-locating Fire Station #3, currently located at 1110 N. Devine Road, to a larger property within the service area.

Upon purchase of the old Lieser Elementary School site by VHA, the City and VHA agreed to the development of a new fire station at this location, which is situated on the east side of South Lieser Road, generally between SR-14 and East Mill Plain Boulevard. VHA performed the remediation and demolition of the former elementary school building and completed a boundary line adjustment from the original 8.42 acre tax parcel #0379010-411 to create a separately marketable vacant land parcel. VHA is independently proceeding with housing development on its retained 6.42 acre parcel. The purchase of this parcel will allow for a site that is larger than the existing site; allow Fire Station #3 to serve the most miles traveled in the fewest minutes of response and better serve our firefighting and emergency medical incident response requirements.

The City will be purchasing approximately 2 acres of property and will have a purchase option for an additional half-acre of contiguous real property at a cost of \$150,000 if required to provide an adequately sized and accessible Fire Station site.

The City was provided a due diligence period and has conducted an investigation of the properties, satisfying that contingency. The Purchase and Sale Agreements contemplate a closing date on or before December 31, 2023.

Advantage(s)

1. Provides for the public safety needs of our residents.
2. Replaces a fire station that was built in 1957 with a larger, modern station that better serves our community firefighting and emergency medical incident response requirements.
3. With relocation, allows for the redevelopment of the existing site as part of The Heights project.

Disadvantage(s)

No disadvantages are foreseen.

Budget Impact

The 2023-2024 budget includes sufficient appropriation to fund the land purchase price and demolition cost reimbursement of this acquisition. The land purchase will enable the City to construct a replacement Fire Station 3, one of the high priority Fire capital projects that is funded by the new property tax revenue generated by the Proposition 2.

Prior Council Review

Facilities Investment Initiative WS - September 15, 2015
The Heights District - various updates

Action Requested

Ratify the purchase and sale agreement entered into between the City of Vancouver and the Housing Authority of the City of Vancouver to for the City's acquisition of the subject real property.

Authorize the City Manager or his designee to take actions and execute documents necessary to close this transaction.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “Agreement”) is entered into by and between the **Housing Authority of the City of Vancouver**, a public body corporate and politic of the State of Washington (“Seller” or “Vancouver Housing Authority” or “VHA”) and the **City of Vancouver**, a Washington municipal corporation (“Purchaser” or “City”), as of the _____ day of December, 2023. (the “Effective Date”).

BACKGROUND

WHEREAS; Seller and Purchaser are, respectively, a political subdivision and a municipality of the State of Washington, and are therefore transferring title to real property through this Agreement on mutually agreeable terms and conditions pursuant to RCW 39.33.010; and

WHEREAS, the City intends to develop the property acquired through this Agreement primarily for use by the Vancouver Fire Department and VHA is continuing to develop an affordable housing site plan for adjacent land, the parties intend to cooperate with subsequent shared access agreements to facilitate each parties use of their land and, as part of the consideration for this Agreement, VHA will grant the City an access easement on VHA’s retained adjacent parcel as part of VHA’s affordable housing site plan development; and

WHEREAS, VHA remediated and removed an existing structure that was partially located on the subject property of this Agreement (the former Lieser School) and incurred certain expenses related to that removal to prepare the site for redevelopment, which costs the City would otherwise have incurred, the City will reimburse VHA for a portion of these Site Costs (as defined below) as part of the consideration paid pursuant to this Agreement; and

WHEREAS, VHA is concurrently developing its affordable housing site plan and the City desires to acquire an additional .5 acres of land contiguous with and adjacent to the Property that is the subject of this Agreement, VHA will grant the City a purchase option that may be exercised by the City upon VHA’s site plan approval, in accordance with the terms and conditions provided herein;

WHEREAS, VHA recognizes that, through the City of Vancouver Strategic Plan (2023-2029 Update), the Vancouver City Council identified five core values: livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships, and VHA agrees that these Strategic Plan core values will guide the parties in fulfilling their obligations under this Agreement;

WHEREAS, this Agreement will be executed by the parties and become legally binding upon authorization by the respective governing bodies of the VHA and the City;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is set forth herein, the parties agree as follows:

AGREEMENT

SECTION 1. PURCHASE AND SALE

1.1 Purchase and Sale.

Seller hereby represents and warrants that Seller is the current sole and exclusive owner of that certain vacant real property legally described in **Exhibit A**, attached hereto and incorporated by reference herein (the “Property” or “Properties”) and has the full right and authority to convey the Property free and clear of any liens, claims or encumbrances. Seller further represents that the 2.00 acres, consisting of a single legal lot and tax parcel number at Closing.

The Property is being conveyed together with all rights, easements and appurtenances pertaining to such real property including, but not limited to, water rights, mineral rights, development rights, contract rights and permits relating to the property, and all improvements located thereon.

1.2 Purchase Option.

Upon Closing, Seller grants Purchase a purchase option (the “Purchase Option”) on up to .5 acres of land of the abutting 8.13 acre property retained by Seller (Clark County Tax Parcel 37910411), as depicted on the attached **Exhibit B** (the “Option Property”), for which a Memorandum of Purchase Option shall be recorded against the Option Property concurrent with the Closing of this Agreement. Purchaser shall retain the right to reacquire any or all of the Option Property under the same terms and conditions as this Agreement at the purchase price of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the “Option Price”), calculated on a purchase price of \$300,000 per acre. To exercise the Purchase Option, Seller must notify Purchaser on the earlier of: (a) within thirty days of Seller obtaining site plan development approval on the Option Property parcel; or (b) by December 31, 2025 and Purchaser must then notify Seller of its intent to exercise the Purchase Option within thirty days of receipt of Seller’s notice. In the event that Seller has not notified Purchaser by December 31, 2025, Purchaser may initiate exercise of the Purchase Option. Upon Purchaser’s exercise of the Option, Purchaser and Seller will enter into a real estate purchase and sale agreement substantially in the form of this Agreement within thirty days of Purchaser’s written notice to effect transfer of the Option Property to Seller. Purchaser shall only be required to purchase that portion of the Option Property which it identifies to Seller in its notice of intent to purchase and the Option Price shall be adjusted according to the actual acreage acquired. If Purchaser fails to exercise its purchase option within the time stated above, the purchase option shall have no more force and effect and Seller shall have no rights or interest in the Option Property.

1.3 Access Easements.

Seller acknowledges that Purchaser intends to develop the Property primarily for use by the Vancouver Fire Department and that adequate emergency vehicle access to and from public roads will be essential to the City's effective utilization of the site and that Seller's retained parcel is also adjacent to the City's existing Lieser School Park. At Closing, Seller may not yet have finalized its site development plans for the abutting, contiguous parcel from which the Property was separated via that certain Boundary Line Adjustment (6147737 BLA) recorded in Clark County, Washington by the VHA on October 11, 2023 (the "VHA Parcel"). As part of the cooperative development of the VHA Parcel and as part of the consideration exchanged by the parties pursuant to this Agreement, concurrent with or subsequent to Closing, VHA will timely grant the City any access easement agreements necessary to facilitate the City's development of the Property and to facilitate public access to and use of the Lieser School Park (the "VHA Access Easements").

SECTION 2. CONSIDERATION AND ALLOCATIONS

2.1 Property Purchase Price.

The purchase price for the Property (the "Purchase Price") shall be Six Hundred Thousand and 00/100 Dollars (\$600,000.00) based upon \$300,000 per acre valuation. The Purchase Price is supported by an independent real estate appraisal demonstrating value at or above the Purchase Price, with such appraisal having been conducted by a certified MAI appraiser.

2.2 Site Preparation Cost.

In addition to the Purchase Price, the City shall also pay VHA Five Hundred Five Thousand One Hundred Nine and 00/100 Dollars (\$505,109.00) for a portion of the demolition and remediation costs incurred by VHA in preparation for redevelopment of the Property (the "Site Costs") The Site Costs are supported by actual expenses incurred by VHA to demolish existing outdated structures on the Property.

2.3 Payment of Consideration.

The total of the Purchase Price and the Site Costs (together the "Consideration") shall be payable to Seller in cash or immediately available funds at Closing.

2.4 Escrow and Earnest Money.

In order to secure performance of this Agreement, Purchaser shall deposit a payment toward the Purchase Price upon execution of this Agreement (the "Earnest Money"). The Earnest Money shall initially consist of a note in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), but the Earnest Money note shall be converted to cash following completion of Due Diligence, as defined below. Once converted to cash, the Earnest Money shall be nonrefundable to Purchaser (except in the event of a default by Seller) and shall be placed in an interest bearing account, with all interest accrued to be credited toward the Purchase Price or to the benefit of the party entitled to the Earnest

Money should this transaction fail to close. The Earnest Money payment, together with any interest earned thereon, is collectively referred to herein as the Earnest Money.

Within five (5) days of Purchaser's receipt of Seller's signature on this Agreement, Purchaser shall:

2.4.1. Open an escrow account with, and order a preliminary title commitment from, Chicago Title, Vancouver, WA. (the "Title Company"), for Closing and title insurance purposes; and deliver a copy of this Agreement to the escrow officer Dorine Skordahl, or as otherwise assigned.

2.4.2. Deliver the Earnest Money note (the "Note") to the escrow officer.

2.5 Power of Eminent Domain

This offer is made voluntarily. The Purchaser does have the power of eminent domain to acquire this property but will not exercise this power. In the event an amicable agreement is reached, the Seller understands that the Seller is not and will not be eligible to receive relocation assistance under the URA implementing regulations at 49 CFR Part 24, or HUD program regulations. This offer shall be binding upon the Seller and the Seller's heirs, executors, administrators, successors, and assignees. Attached to this Agreement is the booklet When a Public Agency Acquires Your Property (HUD-1041-CPD).

SECTION 3. TITLE MATTERS

3.1 Title Review.

3.1.1. Preliminary Commitment. Upon opening of the escrow account, Purchaser and Seller will order, at Seller's cost and expense, a preliminary commitment (the "Preliminary Commitment") for the Title Policy, as described in **Section 3.2**, showing the status of title of the Property, showing all exceptions and conditions affecting the Property which would appear in the Title Policy, and committing the Title Company to issue such a Title Policy to Purchaser. The Seller will also cause the Title Company to concurrently deliver to Purchaser complete and legible copies of all instruments referred to in the Preliminary Commitment as conditions or exceptions to the title (the "Exception Documents"). Seller hereby authorizes and directs the Title Company to furnish to Purchaser the foregoing items.

3.1.2. Purchaser's Review. Purchaser shall have thirty (30) days after receipt of the Preliminary Commitment and Exception Documents to notify Seller, in writing, of its approval and/or disapproval of each exception shown in the Preliminary Commitment. Purchaser's failure to notify Seller within the above referenced time period shall be deemed Purchaser's disapproval of the Preliminary Commitment and Exception Documents. Any exception that Purchaser has approved, in writing, shall become a Permitted Exception.

3.1.3. Seller's Response. If Purchaser does notify Seller of an objection to any exception, then Seller shall have up to fifteen (15) days after receipt of Purchaser's

notice to notify Purchaser, in writing, of its agreement to remove any of the disapproved exceptions. Seller's failure to notify Purchaser within this time period as to whether or not Seller will take the action required to remove a particular exception shall constitute Seller's agreement to remove that exception prior to Closing. Seller shall thereafter remove, by Closing, the exceptions it has agreed to remove, either by express agreement or by the foregoing failure to respond.

3.1.4. Purchaser's Rights. If Seller declines to remove all or some of the exceptions disapproved by Purchaser, Purchaser shall have up to fifteen (15) days to notify Seller, in writing, whether it will, in its sole discretion, waive such objections or terminate this Agreement. Purchaser's failure to give such notice shall constitute Purchaser's election to terminate this Agreement. In the event Purchaser gives written notice of its election to waive the exceptions that Seller has declined to cure, then those initially disapproved but subsequently accepted exceptions shall become Permitted Exceptions. If Purchaser elects to terminate this Agreement, the Escrow Agent shall immediately return the Earnest Money to Purchaser. Purchaser and Seller shall share any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

3.1.5. Updated Title Matters. The foregoing notice and response procedures shall be repeated for any title exceptions first appearing after Purchaser's receipt of the Preliminary Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such notice and all subsequent notices shall be delivered on or before the Closing Date.

3.2 Title Policy.

3.2.1. Delivery of Policy. At Closing, Seller will, at its sole cost and expense, cause the Title Company to issue to Purchaser an ALTA standard coverage owner's policy of title insurance, in the amount of the Purchase Price, insuring Purchaser against loss or damage arising from any defects in title to the Real Property other than the Permitted Exceptions (the "Title Policy"). The policy shall contain such endorsements as shall be reasonably requested by Purchaser. If Purchaser elects to obtain an ALTA extended coverage owner's policy, Purchaser shall pay the difference in the premium between the standard coverage policy and the extended coverage policy and Seller shall cooperate in order to allow the extended coverage policy to be issued.

3.2.2. Failure to Deliver Policy. If, at Closing, the Title Company will not issue the Title Policy as provided above, Purchaser may either proceed to close despite the lack of required insurance, or terminate this Agreement. If Purchaser terminates this Agreement, the Title Company shall immediately return the Earnest Money and any accrued interest to Purchaser. Seller shall pay any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate unless such failure is due to a default by Seller and in that case the remedies of **Section 9.1** shall apply.

SECTION 4. FEASIBILITY CONTINGENCY/DUE DILIGENCE

4.1 Feasibility Contingency.

Purchaser's obligation to purchase the Property is contingent upon Purchaser's satisfaction, in its sole and absolute discretion, with the condition of the Property. Purchaser shall be granted a feasibility period which shall begin upon the date of execution of this Agreement, and which shall twenty days following final execution of this Agreement ("Due Diligence Period"). If Purchaser determines that it will not purchase the Property prior to the expiration of the Due Diligence Period and so notifies the Seller, in writing, within the required time frame, the Title Company shall immediately return the Earnest Money Note. Purchaser and Seller shall share any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties, except Purchaser's indemnity obligations under **Section 4.2** of this Agreement which will survive for six months, shall terminate. Due Diligence shall include but is not limited to all of the following:

4.1.1.1 Purchaser's Inspection. Throughout the Due Diligence Period, Purchaser and its agents, employees and designees shall have reasonable access to the Property and to the persons and information described herein for the purpose of conducting its Due Diligence and determining the feasibility of the Project. Purchaser shall contact Victor Caesar at 360-993-9578 or vcaesar@vhausa.com in order to arrange for access to the Property. Purchaser shall have the right to enter the Property to investigate and test the Property. Purchaser may conduct such investigations and tests on the Property as it determines are appropriate, including, but not limited to surveys, soil and groundwater samples and tests (including any and all actions required to complete a thorough Phase I and, at Purchaser's sole option, Phase II Environmental Site Assessment), wetland studies, archeological determination, demolition bid, engineering studies, and environmental samples and tests including but not limited to asbestos and lead paint. Purchaser shall have the right to inspect and study Seller's records and information relating to the Property including, but not limited to, the items described on **Exhibit C** hereto (collectively, the "Property Information") when requested by Purchaser and to the extent Seller is able to locate such Property Information in its possession. Seller will provide such information as soon as possible after execution of this Agreement. Purchaser shall have the right, with reasonable notice; to receive copies of any such documents and records. Purchaser shall also have the right to contact the Seller, government agencies, environmental groups, prior owners, former employees of the Seller and other third parties who may have information about the past or present condition of the Property. Purchaser shall also have the right to have structural inspections done to the building on the Property if it so elects.

4.1.2. Purchaser's Delivery of Certain Studies. If Purchaser elects not to purchase the Property, Purchaser shall deliver to Seller within thirty (30) days copies of the following third-party studies or any other third-party studies that Purchaser may have obtained relating to the Property: boundary, topographic or ALTA surveys; geotechnical reports; Phase I and II Environmental Site Assessments; all permit applications; traffic studies; and any other materials related to the development of the Property. All studies and materials delivered by Purchaser pursuant to this **Section 4.1.2** shall be delivered as-is

without any representation or warranty as to the accuracy or completeness of such materials and shall be subject to whatever approval or consent that may be required from the persons who prepared such studies and materials.

4.1.3. Zoning and Permitting. Due diligence will include Purchaser's investigation of its ability to obtain all building, environmental and other permits required to redevelop the Property for Purchaser's intended use and if such investigation leads Purchaser to believe any of the foregoing may not be obtainable, Purchaser may terminate this Agreement without liability. See further terms in Addendum A attached hereto. Seller agrees to execute and support any documents necessary to initiate a zone change application.

4.1.4. Governing Body Approval. Purchaser's governing body, the Vancouver City Council (the "City Council") must approve or disapprove the purchase of the Property prior to expiration of the Due Diligence Period. If the City Council does not approve the purchase of the Property, this Agreement will terminate without liability to either party, no earnest money will be deposited, upon notice of disapproval from the Purchaser the Title Company shall return the Note to the Purchaser, and the Purchaser and Seller shall each pay an equal share of any Title Company fees due as a result of the termination.

4.1.5. INTENTIONALLY OMITTED.

4.1.6. Appraisal. Purchase Price is contingent upon an appraisal to be conducted at Purchaser's cost by an independent MAI certified appraiser. The appraised amount must equal or exceed the Purchase Price. If the appraisal does not meet or exceed the Purchase Price the Seller and Purchaser may agree on a new Purchase Price in writing by addendum to this agreement. If the parties cannot agree on a new purchase price, this Agreement shall terminate and all rights and obligations of the parties shall terminate except Purchaser's indemnity obligations under Section 4.2 of this Agreement, which obligations shall survive for six months following termination.

4.2 Purchaser's Indemnification of Seller.

Seller agrees to cooperate with Purchaser in such investigations, studies and tests, and to provide any reasonably available and relevant information in the Seller's possession requested concerning the Property and its prior uses. Purchaser will, however, perform all investigations, studies, and tests at Purchaser's own expense. In addition, Purchaser will indemnify, defend and hold Seller harmless from any costs or claims for personal injury, property damage or materialman's/mechanic's liens caused by Purchaser's entry onto the Property to conduct such inspections, studies and tests. This indemnity shall not apply to any costs or claims (i) resulting from the acts or omissions of Seller, or (ii) resulting from the manufacture, generation, presence, release, disposal or transportation of Hazardous Substances on, to, or from the Property unless caused by Purchaser or its contractors or employees. Purchaser shall not be liable for an exacerbation of any pre-existing environmental condition that may result from environmental testing unless Purchaser has

been advised of the presence of such materials and has failed to take reasonable precautions to avoid such exacerbation.

SECTION 5. PRE-CLOSING OBLIGATIONS

5.1 Seller's Pre-Closing Obligations.

At all times from the date of this Agreement to the Closing, Seller will:

5.1.1. Make all payments due under, and comply with each and every covenant and obligation imposed upon the owner of the Property by promissory notes, mortgages, deeds of trust, ground or other leases and any other agreements affecting the Property, or secured by an interest in the Property or any part thereof, and will take any and all action as may be necessary to avoid any default under such agreements;

5.1.2. Not negotiate, discuss, or enter into or cause to be entered into, any written or oral option, sale agreement, lease, service contract or other contracts or agreements regarding or pertaining to the Property or any portion thereof. Seller will also take all action required to terminate any existing leases, contracts or agreements pertaining to the Property prior to Closing so that the Property shall be transferred to Purchaser free and clear of any encumbrances, except Permitted Encumbrances.

5.1.3. Pay for any materials, supplies or work provided or ordered for the Property by Seller or Seller's agents prior to the Closing and for which a labor, materialman's or mechanic's lien may be claimed under applicable law and, if required by the Title Company, provide the Title Company with such indemnifications or security as it may require to insure title to the Property at the Closing without exception for any unrecorded labor, materialman's or mechanic's claim of lien.

5.1.4. Reasonably cooperate with Purchaser with respect to all applications relating to the Property and the development of the Property for Purchaser's intended use.

SECTION 6. WARRANTIES OF SELLER

6.1 Warranties.

Seller hereby represents and warrants to Purchaser that Seller is the sole legal owner of the Property with good title thereto and full authority to convey the same to Buyer. All the documents to be delivered by Seller to Purchaser at the Closing will be duly authorized, executed and delivered by Seller, will be legal and binding obligations of Seller enforceable in accordance with their respective terms and will not violate any provisions of any agreement to which Seller is a party. For the purposes of inducing Purchaser to consummate the transactions contemplated hereby Seller represents and warrants to Purchaser, as of the date hereof and, except as otherwise set forth herein, as of the Closing Date, in addition to the warranties in the deed delivered to Purchaser, as follows:

6.1.1. Seller is a public body corporate and politic of the State of Washington with full power, authority and legal right to execute, deliver and perform this

Agreement, and all other documents and certificates contemplated hereby; the Seller has duly authorized the execution, delivery and performance thereof; and has authorized the person executing this Agreement to do so;

6.1.2. There are no actions, suits, proceedings, orders or investigations pending or, to the best of Seller's knowledge, threatened against or affecting Seller which might adversely affect Seller's performance under this Agreement or the consummation of the transactions contemplated hereby;

6.1.3. Except as expressly provided herein, there is not pending or, to the best of Seller's knowledge, threatened (i) condemnation or similar proceedings with respect to the Property or any part thereof, or (ii) public improvements in, about or outside the Property which might result in the imposition of any assessment, lien or charge against Seller, the Property or any owner of the Property;

6.1.4. None of the following has occurred with respect to the Property or Seller: (1) appointment of a receiver, liquidator, or trustee; (2) institution of any proceeding for dissolution or liquidation; (3) filing or any petition for bankruptcy, or action toward reorganization; (4) notice of default or forfeiture;

6.1.5. All taxes and assessments and other governmental or quasi-governmental levies of any kind which are due for payment prior to the date hereof, the non-payment of which would in any way affect the Property or any part thereof have been paid, or shall be paid by Seller, prior to or at the Closing Date, together with all interest and penalties thereon.

6.1.6. There are no unpaid bills, claims, or liens pending or contemplated by mechanics, materialmen, surveyors, or others, recorded or unrecorded in connection with the Property.

6.1.7. The Property is not affected by any special assessment, whether or not a lien thereon, which has not or will not be paid in full by Seller prior to the Closing Date, nor does Seller know of any pending or contemplated assessments or similar charges which will affect the Property;

6.1.8. Neither the Property nor any portion thereof is located in a flood plain or special hazard area as designated by any federal, state or local governmental body or agency;

6.1.9. Nothing prohibits Seller from entering into this Agreement with Purchaser. No other person or entity has an interest in the Property, except as set forth in the Permitted Exceptions;

6.1.10. The Property Information provided by Seller to Purchaser is complete, accurate, true and correct and does not fail to state any fact without which the Property information would be misleading;

6.1.11. To the best of Seller's knowledge, without investigation and except as disclosed in the Property Information provided to Purchaser (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances on the Property (including grease traps which have not been properly cleaned and materials not properly disposed of); (ii) there are no underground storage tanks on the Property nor have underground storage tanks been removed from the Property; and (iii) Seller is not aware of any facts which would lead it to believe that there are any Hazardous Substances on the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal;

6.2 Purchaser's Warranties.

Purchaser represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows: Purchaser is a municipal corporation, duly organized and validly existing under the laws of the State of Washington.

6.3 Survival and Survival of Warranties

Except as otherwise provided, the provisions included in this Purchase and Sale Agreement shall survive Closing for a period of two years. The warranties contained in this **Section 6** shall survive the Closing and shall be fully effective thereafter for a period of three (3) years. If Seller breaches any warranty, Purchaser shall have the rights and may exercise, at its option, any of the remedies, provided under **Section 9.1** of this Agreement.

SECTION 7. CLOSING

7.1 Closing Date.

Closing of the sale of the Property from Seller to Purchaser shall occur on or before December 31, 2023 or, at the latest, on or before ninety (90) days following the expiration of the Due Diligence Period ("Closing" or "Closing Date"), unless this date shall be mutually extended by written amendment to this Agreement, signed by both Purchaser and Seller. Closing shall be held in the offices of the Title Company, or at such other place as may be agreed upon in writing by Seller and Purchaser. Each party hereto agrees to execute and deliver to the Title Company such escrow instructions as may be necessary to implement and coordinate the Closing as set forth in this Agreement.

7.2 Seller's Closing Obligations.

At Closing, Seller will:

7.2.1. execute, acknowledge and deliver a Statutory Warranty Deed to the Property, prepared by the Title Company in accordance with RCW 64.04.030 and subject only to the Permitted Exceptions;

7.2.2. execute, acknowledge and deliver such other agreements, documents and instruments as may be necessary to transfer, convey and assign the Property and grant the Purchase Option and the VHA Access Easements to Purchaser;

7.2.3. deliver to Purchaser, pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, an affidavit stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number; and

7.2.4. deliver to Purchaser such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Seller and Purchaser to be necessary to fully consummate the transaction contemplated hereby.

7.3 Purchaser's Closing Obligations.

At the Closing, Purchaser will:

7.3.1. deliver to Seller cash or funds readily available in the amount of the Consideration, less any Earnest Money and deducting for Seller's share of the demolition costs; and

7.3.2. deliver to Seller such other instruments or documents as may be required pursuant to the terms hereof or mutually agreed by counsel for Seller and Purchaser to be necessary to fully consummate the transaction contemplated hereby.

7.4 Allocation of Closing Expenses.

The costs of closing the transaction shall be allocated between Seller and Purchaser as follows:

7.4.1. Seller will pay:

- (a) the cost of the owner's standard Title Policy required by **Section 3.2;**
- (b) the cost of providing to Purchaser all information to be reviewed and approved by Purchaser pursuant **Section 4.2** of this Agreement;
- (c) one-half (1/2) of the escrow fees of the Title Company;
- (d) the costs of clearing title and obtaining any other item to be delivered to Purchaser at Closing;

- (e) any assessments against the Property existing as of Closing, whether due and payable before or after such date;
- (f) all property taxes, interest and penalties necessary to bring the Property out of any "open space", "forest land", "historic", "exempt" or other designation and to eliminate all liability for such charges and to eliminate any restrictions on the use of the property due to its tax designation;
- (g) all property taxes due in any tax year prior to the year of Closing; and
- (h) Seller will pay to Purchaser in cash or through closing all security deposits, cleaning deposits, and other deposits received from renters.

7.4.2. Purchaser will pay:

- (a) one-half (1/2) of the escrow fees of the Title Company;
- (b) the cost of any extended coverage that exceeds the cost of the Owner's standard coverage and all endorsements as requested by Purchaser; and
- (c) any applicable real estate excise taxes and transfer taxes
- (d) the cost of recording the Statutory Warranty Deed and any other documents that Purchaser may choose to record.

7.4.3. All other expenses incurred by Seller or Purchaser with respect to Closing, including but not limited to attorneys' fees, shall be borne and paid exclusively by the party incurring the same unless the parties hereto expressly agree in writing to the allocation of part or all of such expenses to one of the parties.

7.5 Prorations.

The following items shall be adjusted or prorated between Seller and Purchaser at the Closing, as of the Closing Date:

7.5.1. Property taxes and assessments for the then current tax year relating to the Property.

7.5.2. All rents due and payable as of the closing date.

7.6 Right to Possession.

At Closing, Purchaser shall have full and unrestricted right to possession of the Property.

7.7 Risk of Loss.

Risk of loss or damage to the Property by condemnation, eminent domain, foreclosure or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the date hereof through Closing will be on Seller and thereafter will be on Purchaser. Seller will immediately notify Purchaser in writing of any such loss or damage. Purchaser shall notify Seller, in writing, within fourteen (14) days of receiving such notice whether Purchaser shall proceed to Closing. Purchaser's failure to notify Seller that it will proceed to Closing shall constitute notice of disapproval of the loss or damage. If Purchaser proceeds to Closing, Seller shall assign to Purchaser any insurance proceeds or condemnation awards, if any, and all causes of action and rights against such condemning authority, insurer or lender. If Purchaser disapproves this loss or damage, the Title Company shall immediately return the Earnest Money and any accrued interest to Purchaser, Seller shall pay any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

SECTION 8. INDEMNIFICATION

8.1 Brokerage Commissions.

To be paid by the Seller, if any. The Seller agrees to indemnify and hold the Buyer harmless from and against the claims of any and all brokers or other intermediaries claiming that the party agreed to, entered into, or authorized any finder's fee or commission in connection with this agreement or the sale of the Property.

8.2 Warranties.

8.2.1. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns, harmless from any and all liabilities, claims, damages, demands, costs, fines, penalties and expenses of any kind or nature (except those items which by this Agreement specifically become the obligation of Purchaser), including, without limitation, attorneys' fees and expenditures for investigation and remediation, (collectively "Claims") by any other party or parties (including a governmental entity) which may be imposed upon or incurred by Purchaser, its successors or assigns arising out of or in connection with the breach of Seller's warranties under this Agreement.

SECTION 9. TERMINATION AND REMEDIES

9.1 Seller's Defaults.

9.1.1. Seller's Defaults. Seller shall be deemed to be in default hereunder in the event Seller fails, for a reason other than Purchaser's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement, or there shall have occurred a breach of any representation or warranty made by Seller.

9.1.2. Purchaser's Remedies. In the event of default by Seller, Purchaser may pursue any remedy available at law or equity, including:

- (a) Enforcing specific performance of this Agreement;
- (b) Bringing suit for damages.

In addition, and without prejudice to the foregoing remedies, Purchaser may, if default occurs prior to Closing, terminate this Agreement.

9.1.3. Return of Earnest Money. Upon termination of this Agreement pursuant to **Section 9.1.2** or upon the institution of litigation pursuant to **Section 9.1.2**, the Earnest Money shall be promptly returned to Purchaser by the Title Company upon receipt of written notice from Purchaser that Seller has defaulted under this Agreement.

9.2 Purchaser's Defaults.

9.2.1. Purchaser's Defaults. Purchaser shall be in default hereunder in the event Purchaser fails, for a reason other than Seller's default hereunder, without legal excuse to complete the purchase of the Property or to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement, or there shall have occurred a breach of any representation or warranty made by Purchaser.

9.2.2. Seller's Remedies. In the event of default by Purchaser, Seller's sole and exclusive remedy shall be to retain the Earnest Money, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default of Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default. Receipt of the Earnest Money shall constitute a full waiver of any other remedies Seller may have under this Agreement, or at law or equity.

SECTION 10. MISCELLANEOUS

10.1 Assignment of Contract.

Purchaser may assign its rights and obligations under this Agreement only to an entity controlled by the Purchaser herein, the City of Vancouver, provided Purchaser shall not be released from its liability hereunder. Purchaser must notify Seller of any such assignment prior to the Closing and the assignee shall for all purposes be regarded as Purchaser under this Agreement.

10.2 Entire Agreement; Modification.

This Agreement sets forth the entire understanding between the parties with respect to the transactions contemplated herein and supersedes all prior or contemporaneous agreements, oral or written. Neither this Agreement nor any provision hereof may be waived or amended except by an instrument in writing signed by both parties.

10.3 Time of Essence.

Time is of the essence of this Agreement.

10.4 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10.5 Notices.

All notices to either party must be in writing and either (i) delivered in person, (ii) by United States certified mail, postage prepaid, (iii) by courier service, postage prepaid, or (iv) by facsimile transmission with confirmed receipt and sent to the address (or facsimile number) of such party as set forth below, or such other address (or facsimile number) as either party may from time to time designate by written notice to the other.

If to Seller:

Vancouver Housing Authority
2500 Main Street
Vancouver WA 98660
Attention: CEO

If to Purchaser:

City of Vancouver
PO Box 1995
Vancouver, WA 98666
Attention: Linda Carlson, Property
Management Specialist

10.6 Interpretation

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.7 Captions.

The captions used in this Agreement are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Agreement.

10.8 Severability.

If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

10.9 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall lie in Clark County Superior Court, Vancouver, Washington.

10.10 Confidentiality.

This Agreement is subject to public records disclosure. Purchaser and Seller agree, however, to the extent allowed by law, that all proprietary information obtained by either

party pursuant to the Agreement entered into between them will be kept confidential, in accordance with the terms of the Agreement. If either Party is required by law to disclose any Confidential Information, that Party will provide prompt written notice to the other Party so that the affected Party may seek legal protection for the Confidential Information. Both Parties will cooperate with each other and will use their best efforts to assist in obtaining such protection. If the affected Party is unable to obtain such protection, the requested Confidential Information may be disclosed, but only to the extent required by law. This section shall not prevent either party from discussing the terms of this Agreement with its consultants.

10.11 Exhibits.

The following exhibits are incorporated into and made a part of this Agreement as if set forth fully herein:

Exhibit A	Legal Description of Real Property
Exhibit B	Depiction of Option Property Area
Exhibit C	Books and Records Information

10.12 Attorney Fees.

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review in addition to all other amounts provided by law. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Agreement requires a party to defend the other, it is agreed that such defense shall be by legal counsel reasonably acceptable to the party being defended.

10.13 Waiver.

No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time of performance of any other obligation or act.

10.14 Sole Ownership

Seller warrants that it is sole owner of the Property and has full authority to sell the Property and to enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PURCHASER:
City of Vancouver

SELLER:
Housing Authority of the City of Vancouver

By: _____
Name: Eric J. Holmes
As Its: City Manager

By: _____
Name: Roy Johnson
As Its: Chief Executive Officer

Address: 415 W. 6th Street
Vancouver, WA 98660
PO Box 1995, Vancouver, WA 98668-1995
Phone: (360) 487-8640
Email: Eric.Holmes@cityofvancouver.us

Address: 2500 Main Street
Vancouver, WA 98660
Phone: 360-993-9500
Facsimile: 360-993-9500
Email: rjohnson@vhausa.com

ATTEST:

By: _____
Name: Natasha Ramras
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Jonathan Young
Its: City Attorney

EXHIBIT A

PROPERTY LEGAL DESCRIPTION



#18220
08/29/2023
ESC

VANCOUVER OFFICE

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
360.695.3411 | www.mackaysposito.com

**LEGAL DESCRIPTION FOR VANCOUVER HOUSING AUTHORITY
ADJUSTED PARCEL
ASN 37910411**

August 29, 2023

A tract of land being located in the Louis Lieser D.L.C., in the Northeast quarter of Section 32, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, being more particularly described as follows:

COMMENCING at a point on the East line of said Louis Lieser D.L.C., said point bears South 02°06'27" West 963.98 feet from a concrete monument with a 3/8 inch iron rod marking the Northeast corner of said Louis Lieser D.L.C., said point also being the Northeast corner of "Net Tract-4" as described in that document recorded under Auditor's File Number 5979809, Clark County records:

THENCE leaving said East line North 88°17'29" West along the North line of said "Net Tract-4" a distance of 827.91 feet to the Easterly right-of-way line of South Lieser Road;

THENCE along said Easterly right-of-way line North 89°33'10" West 15.00 feet;

THENCE along said Easterly right-of-way line South 01°42'31" West 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 88°17'29" East 257.86 feet;

THENCE South 01°42'31" West 336.69 feet to a point 40.00 feet Northerly of, when measured at right angles to, the South line of said "Net Tract-4";

THENCE parallel with said South line North 88°49'06" West 257.86 feet to said Easterly right-of-way line.

Page 1 of 2

THENCE along said Easterly right-of-way line North 01°42'31" East 339.06 feet to the TRUE POINT OF BEGINNING.

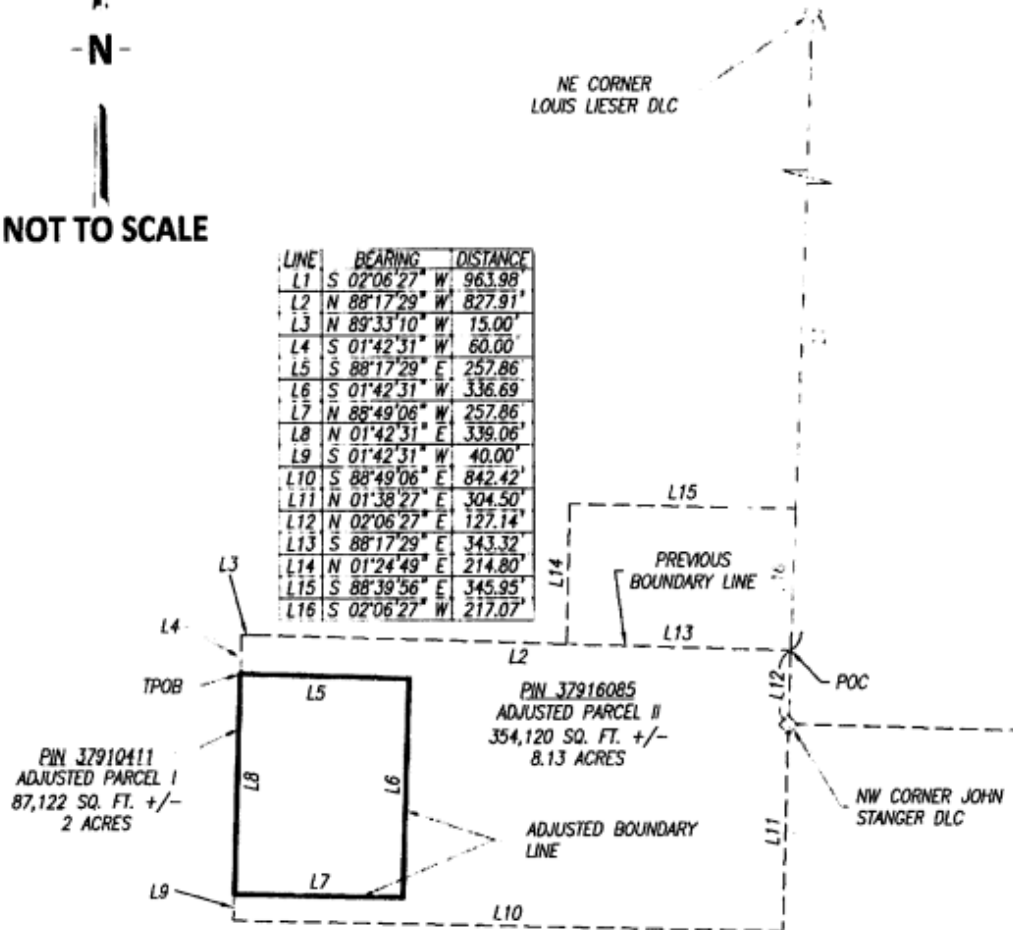
Containing 87,122 square feet or 2.00 acres more or less.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
VANCOUVER HOUSING AUTHORITY
ADJUSTED PARCEL - ASN 37910411
CLARK COUNTY, WA**

-N-

NOT TO SCALE



Mackay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

PAGE 1 OF 1 REF# 18220 VHA LIESER BLA

EXHIBIT B

DEPICTION OF OPTION PROPERTY AREA

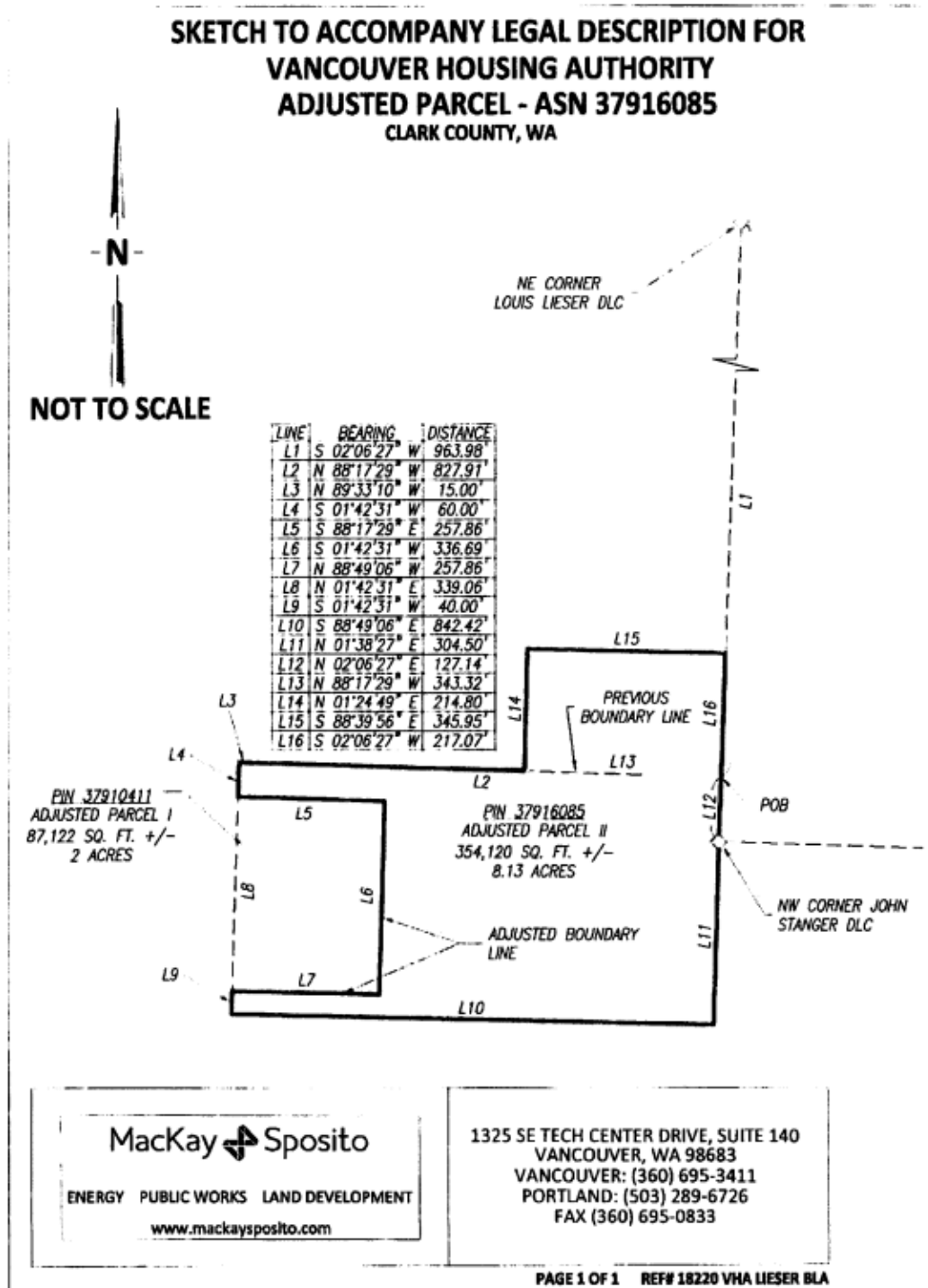


EXHIBIT C

BOOKS AND RECORDS REQUIRED BY SECTION 4.1.1.1.

Any information pertaining to wells and/or septic systems located on the Property;

Statements of all real and personal property taxes (including special assessments or other charges affecting the Property), along with notices of any proposed tax assessments with respect to the Property or any portion thereof for the two (2) most recent tax years;

Copies of any boundary or other surveys, wetland studies or delineations, architectural or structural reports, environmental site assessments, or soil studies with respect to the Property;

Copies of any notices of violation, administrative orders or any other enforcement action or lawsuit taken against the Seller and concerning the Property or improvements;

Copies of records concerning the past or present release, generation, disposal, transportation or existence of Hazardous Materials on the Property, and any environmental studies relating to the Property as follows:

Copies of records of or information concerning any enforcement actions pursuant to federal, state and/or local environmental legislation against neighboring property owners of which Seller has knowledge; and

Any other documents or records with respect to the operation of the Property which may be reasonably requested by Purchaser including but not limited to lease agreements, deposit receipts and rental records.

To the extent the above referenced information is public information or recorded against the subject property, or to the extent it is available through PBS Engineering or Olson Engineering (both companies located in Vancouver, WA) Seller's personal delivery to Purchaser is not required. Seller shall authorize both referenced companies to provide Purchaser or its consultants with requested information.



Staff Report: 232-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Fruit Valley Freight Access and Safety Improvement Project - Property Acquisition

Key Points

- City is proposing to purchase approximately 22.90 acres of property located near the north end of Fruit Valley Road for \$5,020,000.00.
- Acquisition of the subject property will facilitate completion of the Fruit Valley Freight Access and Safety Improvement Project.
- The project provides a much-needed improved freight connection between Interstate 5 and the Port of Vancouver and reduces freight traffic on Fruit Valley Road through the Fruit Valley neighborhood.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

The City has negotiated the acquisition of approximately 22.90 acres of property located adjacent to Fruit Valley Road and NW Whitney Road. The City's interest in acquiring this property comes as a result of the Fruit Valley Freight Access and Safety Improvement Project. This project provides a much-needed improved freight connection between Interstate 5 and the Port of Vancouver and reduces the volume of freight traffic on the southern portions of Fruit Valley Road within the Fruit Valley neighborhood, school and park areas.

A Purchase and Sale Agreement (PSA) has been developed between the City and the property owners with a negotiated sale price of \$5,020,000. This amount is included in the current 2023-2024 approved budget.

Advantage(s)

- Acquisition of the property facilitates a much-needed freight and safety improvement project.
- Prevents the property from being developed, which would hamper efforts to complete the road improvement project.

Disadvantage(s)

No known disadvantages.

Budget Impact

The budget for this purchase is included in the current 2023-2024 Capital Budget.

Prior Council Review

Information concerning this proposed acquisition was shared with City Council on November 20, 2023.

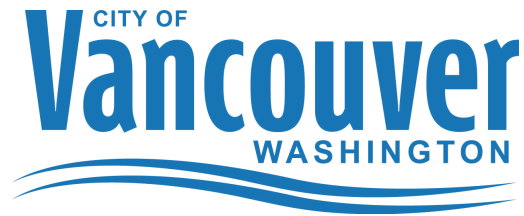
Action Requested

Authorize the City Manager to execute the attached Purchase and Sale Agreement.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Boundary Line Adjustment
- ▣ Purchase and Sale Agreement



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

October 10, 2023

Sean Ripley
AHBL
2215 N 30th Street #300
Tacoma, Washington 98403

FRUIT VALLEY BOUNDARY LINE ADJUSTMENT (BLA) – PRJ-169018/LUP-83682

This letter is to inform you that your request for a boundary line adjustment has **been approved, with conditions**. The request is to adjust the boundary line between parcels 147348000, 147359000 and 147385000. Findings which address the applicable code requirements, and conditions required to ensure compliance with applicable standards are outlined below.

Applicable Regulations

This application was reviewed for compliance with VMC Title 20.310.

20.310.030 Approval Process

- A. Decision-making process. Boundary Adjustments shall be reviewed by means of a Type I procedure.
- B. Time limit for recording. A legal description of the newly configured lots approved by the planning official shall be recorded with the Clark County Auditor within 90 days of the date of the written decision, unless a longer time period is specified in the decision.
- C. Extension. By means of a Type I procedure the applicant may request an extension of the recording date for a period not to exceed one-year provided that no changes are made from the original approval.

20.310.050 Approval Criteria

The planning official shall approve, approve with conditions or deny a request for a boundary adjustment in writing based on findings addressing all of the following criteria:

- 1. No additional parcel(s) shall be created by the boundary adjustment;

Finding: The request is for a lot line adjustment between three legal lots of record to create two parcels. This would create one parcel west and one parcel east of Whitney Road. The proposal will not create any additional parcels.

2. The lot and location of any structure(s) on the lots shall comply with the minimum density, dimensional and area requirements of the zoning district, unless a variance is sought in conjunction with the request per the requirements of Chapter 20.290. Per VMC 20.410.040(C)(1)(a), lots developed or approved before March 11, 2004, are exempt from the requirement for minimum density/maximum lot size. However, if a site is completely redeveloped the new development must comply with the minimum density requirements contained in Table 20.410.010-1.

Finding: Parcel 147348000 was created June 2, 1969, under Auditor's File Number G-536928; Parcels 147359000 and 147385000 were originally one parcel which were created Oct. 5, 1966 under Auditors' File Number G-465493. All parcels were created legally prior to 1969 when the Washington State Subdivision Law (RCW 58) went into effect.

The parcels are zoned IL (Light Industrial). The IL zoning district does not require minimum lot size, width or depth. All three parcels are currently vacant land. This proposed boundary line adjustment will not result in any of the two adjusted parcels being illegal lots of record or otherwise nonconforming except as expressly stated herein.

3. Legal access shall be provided to each of the lots.

Finding: All lots have access via NW Whitney Road.

DECISION

The request to adjust the boundary line referenced above is approved, subject to the following conditions:

1. A legal description of the newly configured lots shall be recorded with the Clark County Auditor within 120 days of this decision.
2. Submit a copy of the recorded boundary line adjustment to the City of Vancouver within 30 calendar days of the recording date.

APPEAL PROCESS

As a Type I decision, only the applicant and property owner are entitled to an appeal.

The 14-day appeal period is now in effect and ends at **4 p.m. Oct. 24, 2023**.

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 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 fee of \$2,286.00 must accompany the appeal. Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to eplans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

If you have any questions, please feel free to contact me at 360-487-7820 or by e-mail at krystal.sanchez@cityofvancouver.us.



KRYSTAL SANCHEZ, ASSOCIATE PLANNER

Land Use Planning

Community Development Department

Exhibits

1. Land Use Application
2. Applicant's Narrative
3. Preliminary Survey



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	☐ Residential
☐ Duplex		☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION					
Site Acres: 26.47	Disturbed Acres:	Zoning: IL	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public	
Proposed # of Lots: 2		Proposed Dwelling Units: 0			
Non-Residential Bldg. Square Footage: 63,397		Ground Floor: 63,397		Total of All Upper Floors:	
Hard Surface Area Square Feet - New:		Replacement: 0		Total:	
PROJECT NAME AND LOCATION					
Proposed project name: Fruit Valley BLA					
Project site address: 6112 NW Fruit Valley Road			Parcel #(s): 147348000, 147359000, 147385000		
PROJECT DESCRIPTION					
(Briefly describe the proposed project. Provide more detail in project narrative)					
Boundary Line Adjustment to remove internal parcel lines and divide parcels west and east of NW Whitney Road					
PRIMARY APPLICANT			CONTACT		
Business Name: AHBL			Business Name: AHBL		
Contact Name: Sean Ripley			Contact Name: Sean Ripley		
Address: 2215 N. 30th St. #300			Address: 2215 N. 30th St. #300		
City/State/Zip: Tacoma, WA 98403			City/State/Zip: Tacoma, WA 98403		
Phone: (253) 383-2422			Phone: (253) 383-2422		
Email: sripley@ahbl.com			Email: sripley@ahbl.com		
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)			OWNER (attached additional sheets for multiple owners)		
Name: Jessica Bruce			Name: Fruit Valley Land LLC		
Address: 2215 N. 30th St. #300			Address: 1821 Dock St. #100		
City/State/Zip: Tacoma, WA 98409			City/State/Zip: Tacoma, WA 98402		
Email (required): jbruce@ahbl.com			Email: bjorn@panattoni.com; bfodge@panattoni.com		
Phone: (253) 383-2422			Phone: (206) 248-0284		
ONLINE PAYMENT					
Existing ePermits User Name: aviasner@panattoni.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:			DocuSigned by:		Date: 09/07/2023
Property Owner or Owner's Authorized Agent Signature:					Date: 8/31/2023

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: 3
☐ 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): (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)

EXHIBIT 2

September 7, 2023

City of Vancouver Washington
Land Use and Planning
415 W 6th St, Vancouver, WA 98660

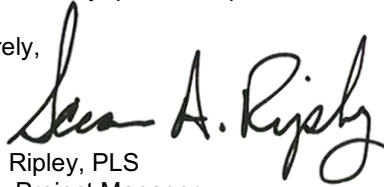
Project: Fruit Valley Rd_BLA, AHBL No. 2210788.50
Subject: BLA Letter of Intent

Dear Land Use and Planning Department:

The intent of the Boundary Line Adjustment is to combine Property Identification Numbers 147348000, 147359000 and 147385000 and create two parcels. A parcel west of the east right-of-way line of NW Whitney Road and a parcel east of said right-of-way line.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

A handwritten signature in black ink that reads "Sean A. Ripley". The signature is fluid and cursive, with the first name "Sean" and last name "Ripley" clearly legible.

Sean Ripley, PLS
Survey Project Manager

SAR/

c: David Follansbee, AHBL

Q:\2021\2210788\50_SUR\NON_CAD\Outgoing\20230907 BLA Application Info\20230907_2210788.50 BLA Letter of Intent.docx

EXHIBIT "A"
LEGAL DESCRIPTION
EXISTING PARCEL I - PIN: 147348000

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF THE SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO.

G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY, A MAINE CORPORATION, RECORDED UNDER AUDITOR'S FILE NO. G 10607, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD AND 5 CHAINS NORTHERLY, MEASURED ALONG SAID WEST LINE, FROM A POINT 16.29 CHAINS SOUTH AND 21.98 CHAINS WEST OF THE NORTHEAST CORNER OF ABRAHAM ROBIE DONATION LAND CLAIM; THENCE SOUTH 75° WEST ALONG THE SOUTH PROPERTY LINE OF GRANTOR'S PROPERTY, 368 FEET MORE OR LESS, TO THE CENTERLINE OF GRANTOR'S TRANSMISSION LINE; THENCE NORTH 36°24' EAST ALONG THE CENTERLINE OF SAID TRANSMISSION LINE 56 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND TO BE CONVEYED HEREIN; THENCE NORTH 53°36' WEST 20 FEET; THENCE NORTH 35°24' EAST 30 FEET; THENCE SOUTH 53°36' EAST 40 FEET; THENCE SOUTH 36°24' WEST 30 FEET; THENCE NORTH 53°36' WEST 20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID PROPERTY FROM SECONDARY STATE HIGHWAY 1-T.

ALSO EXCEPTING THEREFROM THAT PORTION BEING CONVEYED ON CONTRACT TO JAMES J. SWEIBERG ET UX, AND GREG ROUSETT, A SINGLE MAN, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. G 658693 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ON THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 150 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST 663.40 FEET TO AN IRON ROD; THENCE AROUND A CURVE TO THE LEFT,

HAVING A DELTA OF 23°37'49", A RADIUS OF 693.00 FEET, A DISTANCE OF 285.81 FEET ON THE CURVE TO A POINT; THENCE SOUTH 76°41'37" WEST, 497.16 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST 230.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT CERTAIN TRACT BEING CONVEYED ON CONTRACT TO PAC PAPER, INC., A CORPORATION, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7707080217 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ALONG THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 380 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST, 497.16 FEET; THENCE SOUTHERLY AROUND A CURVE TO THE LEFT HAVING A DELTA OF 29°38'46", A RADIUS OF 693.00 FEET, A DISTANCE OF 358.57 FEET; THENCE SOUTH 76°41'37" WEST, 609.46 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST, 350.00 FEET TO AN IRON ROD; THENCE NORTH 76°41'37" EAST, 169.13 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT TRACT CONVEYED TO DENNIS E. LORIGAN AND DIANA J. LORIGAN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8207230033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF N.W. LAKESHORE AVENUE AND WESTERLY OF THE WEST LINE OF FRUIT VALLEY ROAD: THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO J. H. PROPERTIES, A PARTNERSHIP, BY DEED RECORDED SEPTEMBER 6, 1990, UNDER AUDITOR'S FILE NO. 9006010032.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD AND NW WHITNEY ROAD.

EXHIBIT "B"
LEGAL DESCRIPTION
EXISTING PARCEL II - PIN: 147359000 & 147385000

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, WITHIN THE A. ROBIE DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°51' WEST 2193.32 FEET AND NORTH 5°58' WEST 803.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 5°58' WEST 439.65 FEET; THENCE NORTH 12°40' WEST 158.5 FEET; THENCE SOUTH 75°35' WEST 1903.5 FEET; THENCE SOUTH 5°58' EAST 300 FEET MORE OR LESS, TO THE POINT WHICH BEARS SOUTH 84°32' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 84°32' EAST 1900 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD, NW WHITNEY ROAD AND NW 61ST STREET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

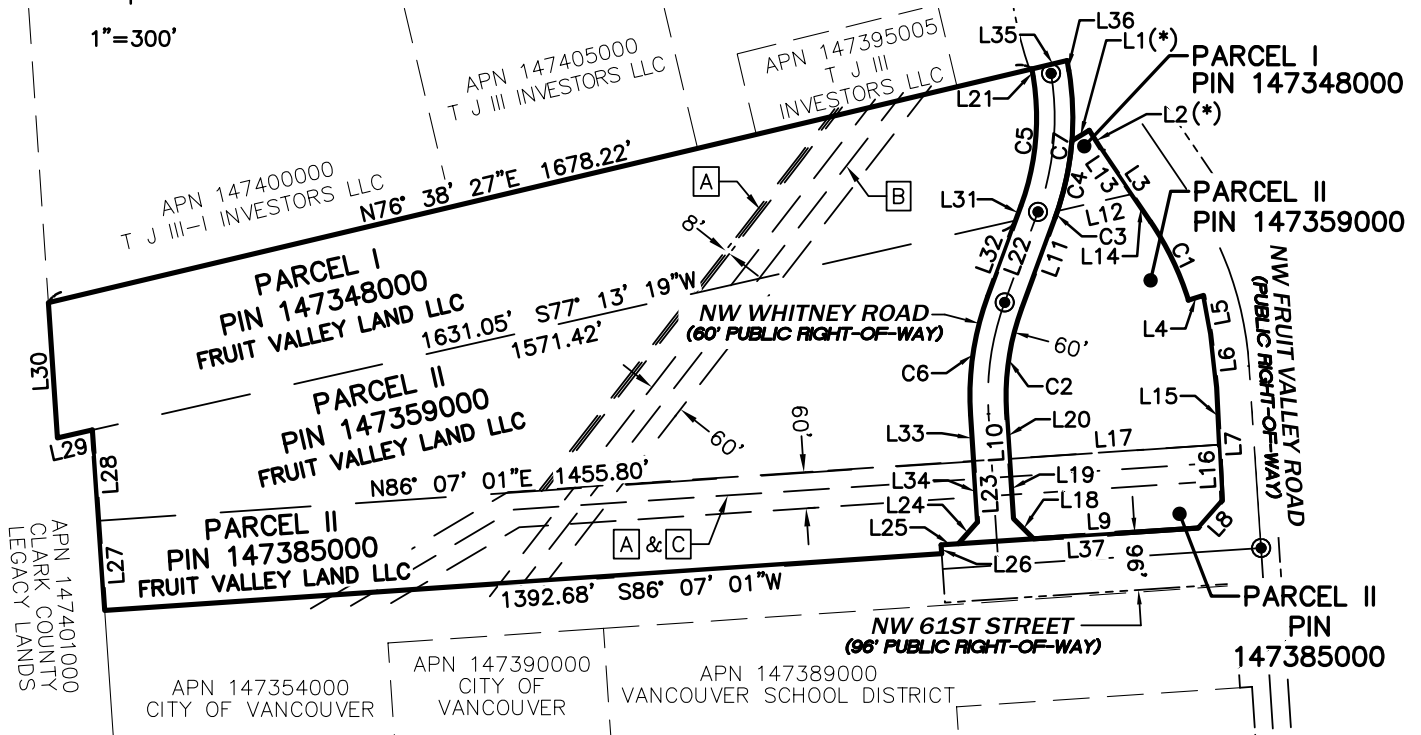
BEGINNING AT A POINT NORTH 864.54 FEET AND WEST 2256.35 FEET OF THE SOUTHEAST CORNER OF SAID SECTION 9 AND AT A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 96+57.79 RIGHT OF WAY CENTERLINE, FRUIT VALLEY ROAD -W. 34TH STREET TO NW WHITNEY ROAD RIGHT OF WAY PLAN, 22 PAGES, CITY OF VANCOUVER PROJECT NUMBER 071107, DATED APRIL 2003; THENCE NORTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 98+09.37 RIGHT OF WAY CENTERLINE; THENCE WEST TO A POINT 57.76 FEET LEFT OF ENGINEER'S STATION 98+09.39 RIGHT OF WAY CENTERLINE; THENCE SOUTH TO A POINT 59.26 FEET LEFT OF ENGINEER'S STATION 97+16.29 RIGHT OF WAY CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 103+77.87 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 101+04.02 NW 61ST STREET CENTERLINE; THENCE NORTHWEST TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+17.02 NW WHITNEY ROAD CENTERLINE; THENCE NORTH TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+75.59 NW WHITNEY ROAD CENTERLINE; THENCE WEST TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 101+75.59 NW WHITNEY ROAD CENTERLINE; THENCE SOUTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 100+73.95 NW WHITNEY ROAD CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+78.78 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE SOUTH TO A POINT 24.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE EAST TO THE POINT OF BEGINNING.

EXHIBIT "C" "EXISTING PARCELS"

EXHIBIT SHEET 1 OF 2



1"=300'



SURVEYOR'S NOTE:

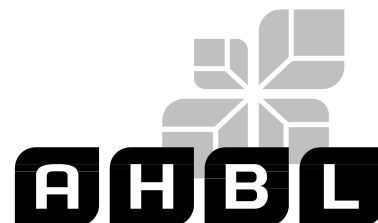
- (*) APPROXIMATE BOUNDARY LOCATION, NO DOCUMENTATION FOR THIS AREA. BASED ON ASSESSOR MAP; THIS IS GRAPHICAL INFORMATION ONLY AND MAY NOT BE ACTUAL PROPERTY LOCATION.

EASEMENT TABLE:

[A]	CLARK COUNTY P.U.D. EASEMENT G653972
[B]	60' NORTHWESTERN ELECTRIC COMPANY EASEMENT; REC. NO. G653972
[C]	60' BPA EASEMENT ½ OF EASEMENT BASED ON AS-BUILT LOCATION OF TOWERS AND AS NOTED ON ROS BOOK 29 PAGE 107; BEING THE TRANSMISSION LINE EASEMENT E59761

LEGEND

- FOUND 1/2" REBAR & CAP
"RENTON PLS 37535"



2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

JOB NO. 2210788.50
09/07/2023
BOUNDARY LINE ADJUSTMENT
LEGAL BY: SAR EXHIBIT BY: FSS
SE 1/4, SW 1/4 & SW 1/4, SE 1/4, S9, T2N, R12E
w:\saskproj\2021\2210788\2210788.50 bla.dwg

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

EXHIBIT "C"
"EXISTING PARCELS"
LINE AND CURVE TABLES

EXHIBIT SHEET 2 OF 2

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	33.66	N59° 01' 38"E
L2	41.12	S32° 30' 04"E
L3	141.22	S34° 11' 30"E
L4	26.67	N72° 41' 31"E
L5	64.83	S10° 23' 19"E
L6	89.54	S6° 22' 20"E
L7	188.22	S2° 49' 30"E
L8	60.08	S41° 19' 51"W
L9	273.85	S86° 15' 00"W
L10	176.09	N3° 45' 00"W
L11	160.20	N20° 12' 35"E
L12	126.36	N77° 13' 19"E
L13	86.06	S34° 11' 30"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	55.16	S34° 11' 30"E
L15	94.93	S2° 49' 30"E
L16	93.29	S2° 49' 30"E
L17	349.14	N86° 07' 01"E
L18	47.36	N45° 01' 33"W
L19	99.30	N3° 45' 00"W
L20	76.79	N3° 45' 00"W
L21	12.65	S9° 28' 14"E
L22	160.20	S20° 12' 35"W
L23	177.73	S3° 45' 00"E
L24	48.05	S41° 17' 32"W
L25	28.78	S86° 15' 00"W
L26	14.59	S3° 45' 00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L27	149.20	N3° 52' 59"W
L28	151.00	N3° 54' 30"W
L29	59.63	S77° 13' 19"W
L30	224.85	N3° 49' 46"W
L31	26.31	S20° 12' 35"W
L32	133.89	S20° 12' 35"W
L33	76.93	S3° 45' 00"E
L34	100.80	S3° 45' 00"E
L35	60.14	N76° 38' 27"E
L36	16.73	S9° 28' 14"E
L37	427.87	N86° 15' 00"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	145.28	493.00	16°53'02"	S25° 45' 00"E	144.75
C2	175.63	420.00	23°57'35"	N8° 13' 48"E	174.36
C3	12.53	480.00	1°29'43"	N19° 27' 44"E	12.53
C4	119.22	480.00	14°13'53"	N11° 35' 56"E	118.92
C5	217.57	420.00	29°40'50"	S5° 22' 11"W	215.14
C6	200.73	480.00	23°57'35"	S8° 13' 48"W	199.27
C7	248.65	480.00	29°40'50"	N5° 22' 11"E	245.88

JOB NO. 2210788.50
09/07/2023
BOUNDARY LINE ADJUSTMENT
LEGAL BY: SAR EXHIBIT BY: FSS
SE 1/4, SW 1/4 & SW 1/4, SE 1/4, S9, T2N, R12E
w:\sdsproj\2021\2210788\2210788.50 bla.dwg



2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

EXHIBIT "D"
LEGAL DESCRIPTION
ADJUSTED PARCEL I

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON; BEING A PORTION OF DESCRIBED PROPERTY AS NOTED BELOW AS **"PROPERTY" DESCRIPTION**, AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF WITH THE SOUTH LINE OF LOT 1, AS SHOWN ON A RECORD OF SURVEY – BOUNDARY LINE ADJUSTMENT MAP, RECORDED MARCH 26, 1998, AT BOOK 43 OF SURVEYS AT PAGE 15, EXTENDED EASTERLY AND THE EASTERLY RIGHT-OF-WAY MARGIN LYING 30.00 FEET EASTERLY OF THE MONUMENTED CENTERLINE OF NW WHITNEY ROAD, RECORDED MAY 19, 2005, AT BOOK 54 OF SURVEYS AT PAGE 92;

THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN, LYING 30.00 FEET EAST OF SAID MONUMENTED CENTERLINE OF NW WHITNEY ROAD THE FOLLOWING SIX COURSES:

- 1) SOUTH 09°28'14" EAST 16.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET;
- 2) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'50", AN ARC LENGTH OF 248.65 FEET (HAVING A CHORD BEARING OF SOUTH 05°22'11" WEST, A CHORD LENGTH OF 245.88 FEET);
- 3) THENCE SOUTH 20°12'35" WEST 160.20 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 420.00 FEET;
- 4) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°57'35", AN ARC LENGTH OF 175.63 FEET (HAVING A CHORD BEARING OF SOUTH 08°13'48" WEST, A CHORD LENGTH OF 174.36 FEET);
- 5) THENCE SOUTH 03°45'00" WEST 176.09 FEET;
- 6) THENCE SOUTH 45°01'33" EAST 47.36 FEET MORE OR LESS TO THE EXISTING NORTH RIGHT-OF-WAY MARGIN OF NW 61ST STREET, ALSO BEING THE **POINT OF TERMINUS** OF SAID DESCRIBED LINE.

PROPERTY" DESCRIPTION

PARCEL I:

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF THE SAID CLAIM; THENCE

SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO.

G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY, A MAINE CORPORATION, RECORDED UNDER AUDITOR'S FILE NO. G 10607, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD AND 5 CHAINS NORTHERLY, MEASURED ALONG SAID WEST LINE, FROM A POINT 16.29 CHAINS SOUTH AND 21.98 CHAINS WEST OF THE NORTHEAST CORNER OF ABRAHAM ROBIE DONATION LAND CLAIM; THENCE SOUTH 75° WEST ALONG THE SOUTH PROPERTY LINE OF GRANTOR'S PROPERTY, 368 FEET MORE OR LESS, TO THE CENTERLINE OF GRANTOR'S TRANSMISSION LINE; THENCE NORTH 36°24' EAST ALONG THE CENTERLINE OF SAID TRANSMISSION LINE 56 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND TO BE CONVEYED HEREIN; THENCE NORTH 53°36' WEST 20 FEET; THENCE NORTH 35°24' EAST 30 FEET; THENCE SOUTH 53°36' EAST 40 FEET; THENCE SOUTH 36°24' WEST 30 FEET; THENCE NORTH 53°36' WEST 20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID PROPERTY FROM SECONDARY STATE HIGHWAY 1-T.

ALSO EXCEPTING THEREFROM THAT PORTION BEING CONVEYED ON CONTRACT TO JAMES J. SWEIBERG ET UX, AND GREG ROUSETT, A SINGLE MAN, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. G 658693 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ON THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 150 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST 663.40 FEET TO AN IRON ROD; THENCE AROUND A CURVE TO THE LEFT, HAVING A DELTA OF 23°37'49", A RADIUS OF 693.00 FEET, A DISTANCE OF 285.81 FEET ON THE CURVE TO A POINT; THENCE SOUTH 76°41'37" WEST, 497.16 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST 230.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT CERTAIN TRACT BEING CONVEYED ON CONTRACT TO PAC PAPER, INC., A CORPORATION, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7707080217 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH $76^{\circ}41'37''$ WEST 2382.17 FEET ALONG THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH $13^{\circ}18'23''$ EAST 380 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH $76^{\circ}41'37''$ EAST, 497.16 FEET; THENCE SOUTHERLY AROUND A CURVE TO THE LEFT HAVING A DELTA OF $29^{\circ}38'46''$, A RADIUS OF 693.00 FEET, A DISTANCE OF 358.57 FEET; THENCE SOUTH $76^{\circ}41'37''$ WEST, 609.46 FEET TO AN IRON ROD; THENCE NORTH $13^{\circ}18'23''$ WEST, 350.00 FEET TO AN IRON ROD; THENCE NORTH $76^{\circ}41'37''$ EAST, 169.13 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT TRACT CONVEYED TO DENNIS E. LORIGAN AND DIANA J. LORIGAN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8207230033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF N.W. LAKESHORE AVENUE AND WESTERLY OF THE WEST LINE OF FRUIT VALLEY ROAD: THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH $76^{\circ}41'37''$ WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM; THENCE SOUTH $3^{\circ}56'15''$ WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH $78^{\circ}41'37''$ EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH $77^{\circ}10'26''$ WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH $3^{\circ}56'15''$ WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO J. H. PROPERTIES, A PARTNERSHIP, BY DEED RECORDED SEPTEMBER 6, 1990, UNDER AUDITOR'S FILE NO. 9006010032.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD AND NW WHITNEY ROAD.

PARCEL II:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, WITHIN THE A. ROBIE DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°51' WEST 2193.32 FEET AND NORTH 5°58' WEST 803.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 5°58' WEST 439.65 FEET; THENCE NORTH 12°40' WEST 158.5 FEET; THENCE SOUTH 75°35' WEST 1903.5 FEET; THENCE SOUTH 5°58' EAST 300 FEET MORE OR LESS, TO THE POINT WHICH BEARS SOUTH 84°32' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 84°32' EAST 1900 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD, NW WHITNEY ROAD AND NW 61ST STREET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 864.54 FEET AND WEST 2256.35 FEET OF THE SOUTHEAST CORNER OF SAID SECTION 9 AND AT A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 96+57.79 RIGHT OF WAY CENTERLINE, FRUIT VALLEY ROAD -W. 34TH STREET TO NW WHITNEY ROAD RIGHT OF WAY PLAN, 22 PAGES, CITY OF VANCOUVER PROJECT NUMBER 071107, DATED APRIL 2003; THENCE NORTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 98+09.37 RIGHT OF WAY CENTERLINE; THENCE WEST TO A POINT 57.76 FEET LEFT OF ENGINEER'S STATION 98+09.39 RIGHT OF WAY CENTERLINE; THENCE SOUTH TO A POINT 59.26 FEET LEFT OF ENGINEER'S STATION 97+16.29 RIGHT OF WAY CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 103+77.87 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 101+04.02 NW 61ST STREET CENTERLINE; THENCE NORTHWEST TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+17.02 NW WHITNEY ROAD CENTERLINE; THENCE NORTH TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+75.59 NW WHITNEY ROAD CENTERLINE; THENCE WEST TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 101+75.59 NW WHITNEY ROAD CENTERLINE; THENCE SOUTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 100+73.95 NW WHITNEY ROAD CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+78.78 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE SOUTH TO A POINT 24.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE EAST TO THE POINT OF BEGINNING.

EXHIBIT "E"
LEGAL DESCRIPTION
ADJUSTED PARCEL II

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON; BEING A PORTION OF DESCRIBED PROPERTY AS NOTED BELOW AS **"PROPERTY" DESCRIPTION**, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF WITH THE SOUTH LINE OF LOT 1, AS SHOWN ON A RECORD OF SURVEY – BOUNDARY LINE ADJUSTMENT MAP, RECORDED MARCH 26, 1998, AT BOOK 43 OF SURVEYS AT PAGE 15, EXTENDED EASTERLY AND THE EASTERLY RIGHT-OF-WAY MARGIN LYING 30.00 FEET EASTERLY OF THE MONUMENTED CENTERLINE OF NW WHITNEY ROAD, RECORDED MAY 19, 2005, AT BOOK 54 OF SURVEYS AT PAGE 92;

THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN, LYING 30.00 FEET EAST OF SAID MONUMENTED CENTERLINE OF NW WHITNEY ROAD THE FOLLOWING SIX COURSES:

- 1) SOUTH 09°28'14" EAST 16.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET;
- 2) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'50", AN ARC LENGTH OF 248.65 FEET (HAVING A CHORD BEARING OF SOUTH 05°22'11" WEST, A CHORD LENGTH OF 245.88 FEET);
- 3) THENCE SOUTH 20°12'35" WEST 160.20 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 420.00 FEET;
- 4) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°57'35", AN ARC LENGTH OF 175.63 FEET (HAVING A CHORD BEARING OF SOUTH 08°13'48" WEST, A CHORD LENGTH OF 174.36 FEET);
- 5) THENCE SOUTH 03°45'00" WEST 176.09 FEET;
- 6) THENCE SOUTH 45°01'33" EAST 47.36 FEET MORE OR LESS TO THE EXISTING NORTH RIGHT-OF-WAY MARGIN OF NW 61ST STREET, ALSO BEING THE **POINT OF TERMINUS** OF SAID DESCRIBED LINE.

"PROPERTY" DESCRIPTION

PARCEL I:

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF THE SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO

THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY, A MAINE CORPORATION, RECORDED UNDER AUDITOR'S FILE NO. G 10607, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD AND 5 CHAINS NORTHERLY, MEASURED ALONG SAID WEST LINE, FROM A POINT 16.29 CHAINS SOUTH AND 21.98 CHAINS WEST OF THE NORTHEAST CORNER OF ABRAHAM ROBIE DONATION LAND CLAIM; THENCE SOUTH 75° WEST ALONG THE SOUTH PROPERTY LINE OF GRANTOR'S PROPERTY, 368 FEET MORE OR LESS, TO THE CENTERLINE OF GRANTOR'S TRANSMISSION LINE; THENCE NORTH 36°24' EAST ALONG THE CENTERLINE OF SAID TRANSMISSION LINE 56 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND TO BE CONVEYED HEREIN; THENCE NORTH 53°36' WEST 20 FEET; THENCE NORTH 35°24' EAST 30 FEET; THENCE SOUTH 53°36' EAST 40 FEET; THENCE SOUTH 36°24' WEST 30 FEET; THENCE NORTH 53°36' WEST 20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID PROPERTY FROM SECONDARY STATE HIGHWAY 1-T.

ALSO EXCEPTING THEREFROM THAT PORTION BEING CONVEYED ON CONTRACT TO JAMES J. SWEIBERG ET UX, AND GREG ROUSETT, A SINGLE MAN, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. G 658693 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ON THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 150 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST 663.40 FEET TO AN IRON ROD; THENCE AROUND A CURVE TO THE LEFT, HAVING A DELTA OF 23°37'49", A RADIUS OF 693.00 FEET, A DISTANCE OF 285.81 FEET ON THE CURVE TO A POINT; THENCE SOUTH 76°41'37" WEST, 497.16 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST 230.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT CERTAIN TRACT BEING CONVEYED ON CONTRACT TO PAC PAPER, INC., A CORPORATION, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7707080217 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ALONG THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A

POINT; THENCE SOUTH 13°18'23" EAST 380 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST, 497.16 FEET; THENCE SOUTHERLY AROUND A CURVE TO THE LEFT HAVING A DELTA OF 29°38'46", A RADIUS OF 693.00 FEET, A DISTANCE OF 358.57 FEET; THENCE SOUTH 76°41'37" WEST, 609.46 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST, 350.00 FEET TO AN IRON ROD; THENCE NORTH 76°41'37" EAST, 169.13 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT TRACT CONVEYED TO DENNIS E. LORIGAN AND DIANA J. LORIGAN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8207230033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF N.W. LAKESHORE AVENUE AND WESTERLY OF THE WEST LINE OF FRUIT VALLEY ROAD: THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO J. H. PROPERTIES, A PARTNERSHIP, BY DEED RECORDED SEPTEMBER 6, 1990, UNDER AUDITOR'S FILE NO. 9006010032.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD AND NW WHITNEY ROAD.

PARCEL II:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, WITHIN THE A. ROBIE DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°51' WEST 2193.32 FEET AND NORTH 5°58' WEST 803.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 5°58' WEST 439.65 FEET; THENCE NORTH 12°40' WEST 158.5 FEET; THENCE SOUTH 75°35' WEST 1903.5 FEET; THENCE SOUTH 5°58' EAST 300 FEET MORE OR LESS, TO THE POINT WHICH BEARS SOUTH 84°32' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 84°32' EAST 1900 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD, NW WHITNEY ROAD AND NW 61ST STREET.

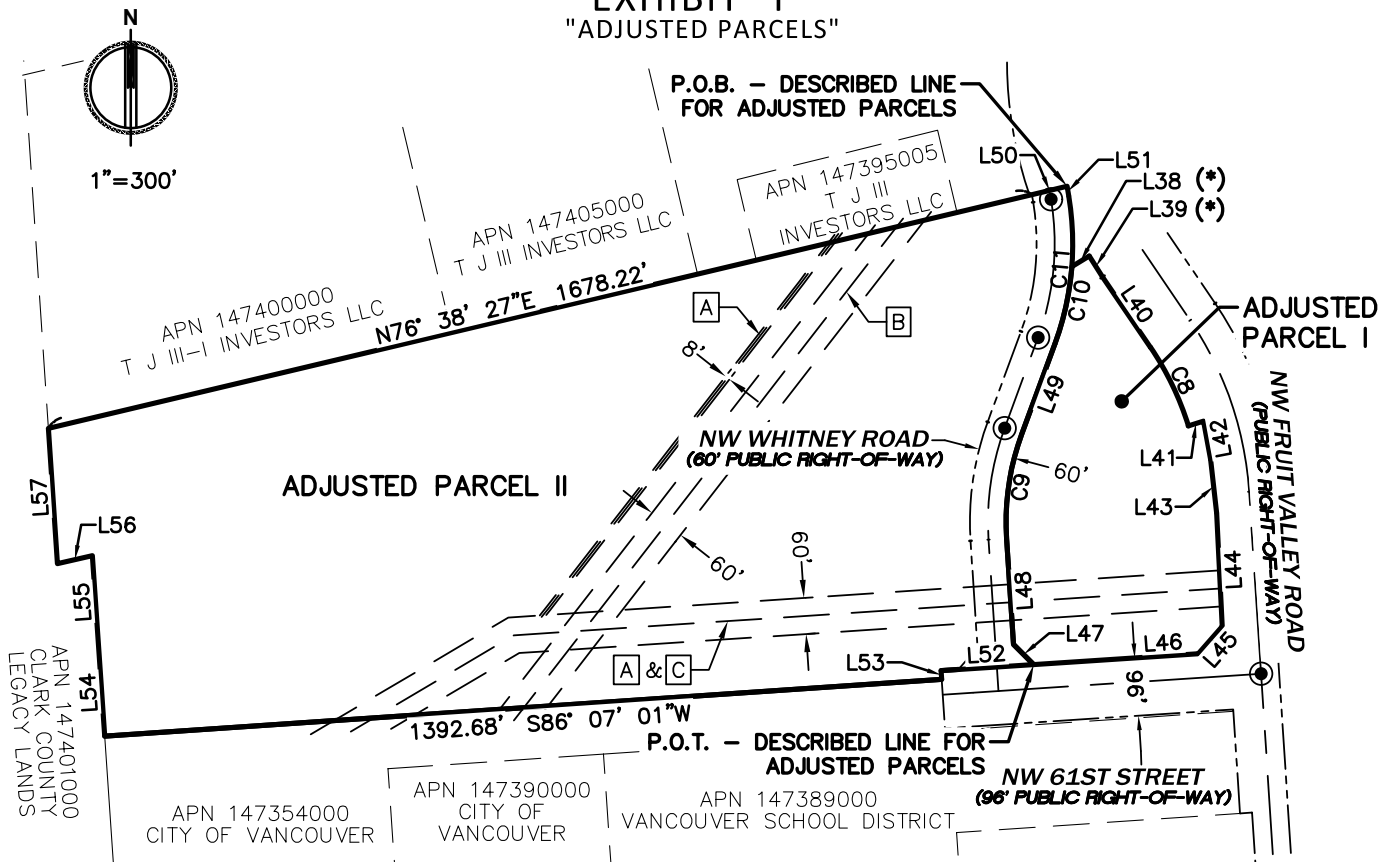
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 864.54 FEET AND WEST 2256.35 FEET OF THE SOUTHEAST CORNER OF SAID SECTION 9 AND AT A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 96+57.79 RIGHT OF WAY CENTERLINE, FRUIT VALLEY ROAD -W. 34TH STREET TO NW WHITNEY ROAD RIGHT OF WAY PLAN, 22 PAGES, CITY OF VANCOUVER PROJECT NUMBER 071107, DATED APRIL 2003; THENCE NORTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 98+09.37 RIGHT OF WAY CENTERLINE; THENCE WEST TO A POINT 57.76 FEET LEFT OF ENGINEER'S STATION 98+09.39 RIGHT OF WAY CENTERLINE; THENCE SOUTH TO A POINT 59.26 FEET LEFT OF ENGINEER'S STATION 97+16.29 RIGHT OF WAY CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 103+77.87 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 101+04.02 NW 61ST STREET CENTERLINE; THENCE NORTHWEST TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+17.02 NW WHITNEY ROAD CENTERLINE; THENCE NORTH TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+75.59 NW WHITNEY ROAD CENTERLINE; THENCE WEST TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 101+75.59 NW WHITNEY ROAD CENTERLINE; THENCE SOUTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 100+73.95 NW WHITNEY ROAD CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+78.78 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE SOUTH TO A POINT 24.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE EAST TO THE POINT OF BEGINNING.

EXHIBIT "F" "ADJUSTED PARCELS"

EXHIBIT SHEET 1 OF 2



SURVEYOR'S NOTE:

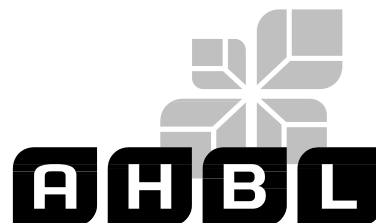
- (*) APPROXIMATE BOUNDARY LOCATION, NO DOCUMENTATION FOR THIS AREA. BASED ON ASSESSOR MAP; THIS IS GRAPHICAL INFORMATION ONLY AND MAY NOT BE ACTUAL PROPERTY LOCATION.

EASEMENT TABLE:

[A]	CLARK COUNTY P.U.D. EASEMENT G653972
[B]	60' NORTHWESTERN ELECTRIC COMPANY EASEMENT; REC. NO. G653972
[C]	60' BPA EASEMENT OF EASEMENT BASED ON AS-BUILT LOCATION OF TOWERS AND AS NOTED ON ROS BOOK 29 PAGE 107; BEING THE TRANSMISSION LINE EASEMENT E59761

LEGEND

- FOUND 1/2" REBAR & CAP
"RENTON PLS 37535"



2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

JOB NO. 2210788.50
09/07/2023
BOUNDARY LINE ADJUSTMENT
LEGAL BY: SAR EXHIBIT BY: FSS
SE 1/4, SW 1/4 & SW 1/4, SE 1/4, S9, T2N, R12E
w:\saskproj\2021\2210788\2210788.50 bla.dwg

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



1"=300'

EXHIBIT "F"
"ADJUSTED PARCELS"
LINE AND CURVE TABLES

EXHIBIT SHEET 2 OF 2

LINE TABLE

LINE #	LENGTH	DIRECTION
L38	33.66	N59° 01' 38"E
L39	41.12	S32° 30' 04"E
L40	141.22	S34° 11' 30"E
L41	26.67	N72° 41' 31"E
L42	64.83	S10° 23' 19"E
L43	89.54	S6° 22' 20"E
L44	188.22	S2° 49' 30"E
L45	60.08	S41° 19' 51"W
L46	273.85	S86° 15' 00"W
L47	47.36	N45° 01' 33"W

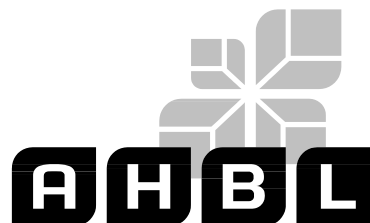
LINE TABLE

LINE #	LENGTH	DIRECTION
L48	176.09	N3° 45' 00"W
L49	160.20	N20° 12' 35"E
L50	60.14	N76° 38' 27"E
L51	16.73	S9° 28' 14"E
L52	154.02	S86° 15' 00"W
L53	14.59	S3° 45' 00"E
L54	149.20	N3° 52' 59"W
L55	151.00	N3° 54' 30"W
L56	59.63	S77° 13' 19"W
L57	224.85	N3° 49' 46"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C8	145.28	493.00	16°53'02"	S25° 45' 00"E	144.75
C9	175.63	420.00	23°57'35"	N8° 13' 48"E	174.36
C10	131.75	480.00	15°43'36"	N12° 20' 47"E	131.34
C11	248.65	480.00	29°40'50"	S5° 22' 11"W	245.88

JOB NO. 2210788.50
09/07/2023
BOUNDARY LINE ADJUSTMENT
LEGAL BY: SAR EXHIBIT BY: FSS
SE 1/4, SW 1/4 & SW 1/4, SE 1/4, S9, T2N, R12E
w:\sds\proj\2021\2210788\2210788.50 bla.dwg



2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION
OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT
BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE
LEGAL DESCRIPTION SHALL PREVAIL.

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

**FRUIT VALLEY LAND, LLC,
a Delaware limited liability company**

and

**THE CITY OF VANCOUVER
A municipal corporation of the State of Washington**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, 2023, between, **Fruit Valley Land, LLC**, a Delaware limited liability company, (“**Seller**”), and **the City of Vancouver**, a municipal corporation of the State of Washington, its heirs and assigns (“**Purchaser**”).

RECITALS

The property subject to this agreement (the “Overall Property”) is described in the attached Exhibit “A” and more fully described in **Section 1** of this Agreement.

Purchaser informed Seller on July 17, 2023 via an email from Ryan Lopossa from the City of Vancouver that in “lieu of a full acquisition of the parcels and if/when the properties are slated for development, the City will utilize the Title 20 land-use process to obtain a ROW dedication for the future construction of NW 32nd Avenue through the subject parcels”. The parties desire to enter into this Agreement in lieu of Purchaser initiating condemnation proceedings.

AGREEMENTS

1. PURCHASE AND SALE OF THE PROPERTY.

Seller agrees to sell and convey a portion of the Overall Property to Purchaser more particularly described in the attached Exhibit “A-1” comprising approximately 992,002 square feet (the “Property”), and Purchaser agrees to purchase and accept the Property from Seller, on the terms and conditions set forth in this Agreement. This purchase consists of a portion of the Overall Property and only the Property and any improvements thereon are being acquired. Seller is in the process of conducting a lot line adjustment to subdivide the Overall Property to create the separate legal lot for the Property as described in Exhibit A-1. The “Property” shall include:

- (a) All of the real property shown on Exhibit A-1, together with all strips and gores, easements, right-of-way, licenses, interests, rights and appurtenances appertaining to said real property, and all rights, titles and interests of Seller in and to any easements, rights-of-way, or other interests in, on or to any alley, highway, or street in, on across or adjoining said real property, if any (the real property described above is the “Land”); and
- (b) All buildings, fixtures, mechanical systems, and other improvements (collectively, “Improvements”) located on the Land; and
- (c) Any and all other rights, titles, interests, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the ownership of the Land and the Improvements; provided Purchaser desires to

receive assignment of the same; and

(d) All personal property and fixtures (if any) owned by Seller related to and located on the Land (the "Personal Property"). The Land, the Improvements and the Personal Property are sometimes collectively hereinafter referred to as the "**Property**").

2. **PURCHASE PRICE.**

The total purchase price for the Property is Five Million Twenty Thousand and no/100 Dollars (\$5,020,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller by wire transfer of immediately available funds at the Closing (as that term is defined in **Section 6.1** below) net of all prorations as provided herein.

3. **TITLE TO THE PROPERTY AND TITLE INSURANCE.**

3.1 Seller shall deliver marketable, fee title to the Property described on Exhibit A-1 at closing, subject to the Permitted Exceptions accepted by Purchaser as identified in paragraph 3.3 below ("Permitted Exceptions").

3.2 Within five (5) days after the Effective Date, Seller shall deliver a preliminary title report for a standard ALTA type Owner's Policy of title insurance for the Land issued by Title Company (the "Title Report"), together with copies of all documents relating to the title exceptions referred to in such Title Report.

3.3 Not later than fifteen (15) days prior to the expiration of the Due Diligence Period, Purchaser shall notify Seller in writing of any title exceptions identified in the Title Report, which Purchaser disapproves. Any exception not disapproved in writing by such date shall be deemed approved by Purchaser, and shall constitute a "**Permitted Exception**" hereunder. Purchaser and Seller agree that (i) all non-delinquent property taxes and assessments, (ii) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser, and (iii) all matters agreed to by the parties hereto, shall constitute "**Permitted Exceptions**". Seller shall have ten (10) days after receipt of Purchaser's notification for disapproved title exceptions to provide Purchaser with a written notice of which disapproved exceptions Seller is willing or able to cause to be removed or insured against prior to closing. If Seller fails to provide such written notice to Purchaser it will be presumed that Seller is unwilling to cause any of the disapproved title exceptions to be removed or insured against, and Purchaser then shall elect, by giving written notice to Seller and Title Company within five (5) days thereafter, (x) to terminate this Agreement, or (y) to waive its disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. If Purchaser elects to terminate this

Agreement in accordance with clause (x) above, then neither party shall have any further rights or obligations under this Agreement, except for those obligations that are to survive the termination of this Agreement as expressly set forth elsewhere in this Agreement.

3.4 Purchaser will solely pay the cost of title insurance.

4. SELLER'S OBLIGATIONS.

Certification of Nonforeign Status: Seller warrants that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of the Closing Date. Seller shall deliver to Purchaser at Closing a Certificate of Nonforeign Status, in a form reasonably acceptable to Purchaser, setting forth Seller's address and United States taxpayer identification number and certifying that the Seller is not a foreign person as so defined.

5. PURCHASER'S DUE DILIGENCE.

5.1 During the period (the "**Due Diligence Period**") commencing on the Effective Date and ending at 5:00 p.m. on the date which is thirty (30) calendar days following the Effective Date (the "**Due Diligence Termination Date**"), Purchaser shall have the right to inspect, investigate, test and examine, at Purchaser's expense, all aspects, matters and conditions relating to the Property and the Purchaser's intended use thereof, including, but not limited to, zoning, the presence of hazardous or toxic substances, soil conditions, the availability of utilities, and governmental requirements and restrictions affecting the Property, provided, however, that in no event shall such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property. No destructive testing or Phase II testing shall be done without the prior written approval of the Seller, which approval shall not be unreasonably withheld. Purchaser's due diligence shall also include a review of the status of all leases, licenses and contracts pertaining to the Property, if any. Seller shall reasonably cooperate, and shall instruct its agents, employees and representatives to reasonably cooperate in facilitating Purchaser's due diligence of the Property and the proposed transaction. After making such tests and inspections, Purchaser shall promptly restore the Property to the condition that existed prior to making such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, or shall cause each of its contractors and agents to maintain (and shall deliver to Seller evidence thereof), at no cost or expense to Seller, general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence. Such policies shall name Seller as an additional insured party and shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, representatives or consultants in connection with such inspections and tests. During the Due Diligence Period, Purchaser shall determine, in its sole discretion, that the nature and condition of the Property is suitable for Purchaser's intended use and that any existing tenants, licensees, or easements on the Property will not interfere with

Purchaser's intended use and that the due diligence information is acceptable.

5.2 Purchaser shall keep the Property free from all liens, and shall indemnify, defend, and hold harmless Seller from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred, suffered by, or claimed against the Seller by reason of any damage to the Property or injury to persons caused by Purchaser and/or its agents, representatives or consultants in exercising its rights under this Article 5. If any mechanic's liens encumber the Property as a result of Purchaser's activities or investigation, Purchaser shall cause the mechanic's liens to be removed ten (10) days after receiving written notice from Seller or cause a bond to be posted in accordance with the provisions of the law of the State in which the Property is located. The foregoing provisions shall survive the Closing or any termination of this Agreement.

5.3 Any materials provided by Seller to accommodate and facilitate Purchaser's investigations relating to the Property are provided as an accommodation only, and except as expressly set forth herein, Seller makes no representations or warranties of any kind regarding the accuracy or thoroughness of the information contained in the materials delivered to Purchaser, nor is Seller representing that the materials are all of the materials concerning the Property in Seller's possession. Notwithstanding the foregoing, Seller represents to Purchaser that any due diligence materials delivered by Seller to Purchaser are true and correct copies of such due diligence materials maintained in Seller's files.

5.4 At any time during the Due Diligence Period, Purchaser may terminate this Agreement in its sole and absolute discretion by sending to Seller and Title Company written notice of such termination. If Purchaser terminates this Agreement during the Due Diligence Period, neither party shall have any further rights or obligations under this Agreement, except for those obligations that are to survive the termination of this Agreement, as expressly set forth elsewhere in this Agreement. Purchaser's failure to terminate this Agreement prior to the expiration of the Due Diligence Period in accordance with the provisions of this Article 5 shall be deemed approval of the Property and the matters covered by Purchaser's investigations and inspections thereof.

5.5 Prior to Closing, all information derived from Purchaser's tests, test results, and other due diligence investigation completed by Purchaser shall, to the extent permissible under existing law, remain confidential and not be disclosed to any party other than as is necessary to consummate the transaction contemplated hereby or to exercise Purchaser's rights hereunder, including without limitation, Purchaser's affiliates, counsel, and its consultants. Seller shall be entitled to receive copies of all tests, test results, and other reports and information developed by Purchaser during its Due Diligence Period whether or not escrow closes. Purchaser shall incur no liability in Seller's use of the reports or for Seller's distribution of the reports to third parties. Any distribution of the reports by Seller shall be conditioned upon Seller's advising such third party that they are not to rely on the any of the reports.

5.6 Purchaser shall pay all of the costs of all tests, inspections, due diligences and reviews conducted pursuant to this Agreement.

5.7 On or prior to the Due Diligence Termination Date, Purchaser shall notify Seller of either its election to terminate or of its approval and waiver of all contingencies. In the event that Purchaser does not give Seller notice of its election to terminate or its approval and waiver of all Contingencies on or prior to the Due Diligence Termination Date, then such contingencies shall be deemed waived and Purchaser's option to terminate under this **Section 5** will expire.

6. **CLOSING.**

6.1 **Closing Date.** This transaction shall be closed at a place, time, and date to be selected by Purchaser and reasonably acceptable to Seller, but in any event on or before fifteen (15) days after the Due Diligence Termination Date (the "Closing Date"). The word "Closing" refers to the date and time that the statutory warranty deed conveying the Property to the Purchaser is recorded in the Official Records of the County in which the Property is located (the "Official Records").

6.2 **Manner and Place of Closing.** This transaction shall be closed at a mutually agreeable place.

6.3 **Prorations, Adjustments.** All ad valorem real property taxes, assessments, utility charges and personal property taxes (collectively, "Expenses"), shall be prorated and adjusted between the parties as of the Closing Date. The parties acknowledge and agree this transaction is exempt from the real estate excise tax pursuant to WAC 458-61A-206.

6.4 **Payment of the Purchase Price.** Purchaser shall pay the total Purchase Price in cash at Closing, subject to any adjustments provided in this Agreement. All Closing funds, including Purchase Price, Expenses and closing costs, will go through the Escrow Officer per **Section 6.6** below.

6.5 **Payment of Closing Costs.** Purchaser will pay all closing costs for this transaction, excluding recurring expenses such as property taxes that are due, any utility charges that are due, and assessments that are due or liens against the property, which shall be prorated at Closing. Purchaser will pay for title insurance. No excise tax payment is required because the purchase offer on August 11, 2022 was made under threat of eminent domain. Purchaser shall pay the escrow fee. Seller and Purchaser shall pay their respective attorneys' fees. No real estate commission is associated with this sale of property.

6.6 **Events of Closing.** Provided the "Escrow Officer" has received the Purchaser's deposit of the purchase price, and is in a position to cause the title insurance policy to be issued in the form agreed to by Purchaser and the title company, this transaction shall be closed on the Closing Date as follows:

- a) Purchaser shall pay to Seller, by deposit of the entire Purchase Price with the Escrow Officer, in immediately available funds via wire transfer or such

other means of funding acceptable to Escrow Officer. The Purchase Price shall be adjusted for the Expenses and costs set forth in **Section 6.3** and **Section 6.5** of this Agreement. Purchaser shall also deliver to Escrow Officer any other instrument or document that may be reasonably required by Escrow Officer to consummate the transaction

- b) Any Expenses and costs set forth in Agreement **Section 6.3** and **Section 6.5** required to be paid by Seller or Purchaser at Closing shall be paid and satisfied of record at Seller's or Purchaser's expense, as applicable.
- c) Seller shall deliver to Escrow Officer:
 - a. A statutory warranty deed conveying to Purchaser title to the Property subject only to the Permitted Encumbrances;
 - b. Seller's Certifications of Nonforeign Status as provided in **Section 4** above;
 - c. A Washington real estate excise tax affidavit prepared by the Escrow Officer; and
 - d. Any other instrument or document that may be reasonably required by Escrow Officer to consummate the transaction.

6.7 Possession. The City of Vancouver will take legal possession on the Closing Date. The Property will transfer free and clear of all tenancies and parties in possession on the Closing Date.

7. FAILURE TO CLOSE.

7.1 Purchaser's Remedies. If, due to no fault or delay on the part of the Purchaser, the Seller for any reason fails to close the purchase of the Property, Purchaser's sole remedies shall be (i) to terminate this Agreement, whereupon both Seller and Purchaser shall be relieved of any further liability under this Agreement; or (ii) to pursue a remedy of specific performance of Seller's obligation to convey the Property to Purchaser within sixty (60) days of the Closing. If Purchaser fails to file such action for specific performance within such sixty (60) day period, the remedy will be considered waived and no longer enforceable.

7.2 Seller's Remedies. If, due to no fault or delay on the part of the Seller, the Purchaser fails to close the purchase of the Property and Purchaser has not terminated the purchase as authorized under this Agreement, Seller, as its exclusive remedies, shall be entitled to the remedy of specific performance and enforcement of this Agreement and seek recovery of Seller's verifiable out of

pockets costs incurred as a result of this Agreement. If Purchaser fails to file such action for specific performance within such sixty (60) day period, the remedy will be considered waived and no longer enforceable.

8. REPRESENTATIONS; CONDITION OF PROPERTY.

8.1 Seller's Representations and Warranties. To Seller's knowledge, Seller represents, warrants and covenants to Purchaser as follows:

- a) Seller has no actual knowledge of any pending litigation concerning the Property.
- b) Seller has not received any written notices of violation of laws concerning the Property.
- c) The persons who have executed this Agreement have been duly authorized to do so by Seller. All documents delivered at Closing will be executed by a duly authorized person. Seller has a good and legal right to enter into this Agreement, to perform all covenants of Seller contained in this Agreement in accordance with its terms, and to sell the Property in accordance with this Agreement.
- d) There are no outstanding agreements of sale, options, leases or other rights of third parties to acquire the Property or any interest therein, except this Agreement.
- e) Seller is not aware of any environmental contamination on or affecting the Property that has not been disclosed to Purchaser.
- f) Before Closing, Seller may not create, or voluntarily permit to be created, any liens, easements, encumbrances, tenancies or other conditions instruments affecting the occupation, use, enjoyment, maintenance or operation of all or any part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

8.2 Purchaser's Representations and Warranties. To Purchaser's knowledge, Purchaser represents, warrants and covenants to Seller as follows:

- a) The persons who have executed this Agreement have been duly authorized to do so by Purchaser. All documents delivered at Closing will be executed by a duly authorized person. Purchaser has a good and legal right to enter into this Agreement, to perform all covenants of Purchaser contained in this Agreement in accordance with its terms, and to purchase the Property in accordance with this Agreement.
- b) Prior to the Closing, Purchaser will have had the opportunity to investigate

all physical and economic aspects of the Property and to make all inspections and investigations of the Property which Purchaser deems necessary or desirable to protect its interests in acquiring the Property. Except as otherwise expressly set forth in this Agreement, (i) neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Purchaser, or to anyone acting for or on behalf of Purchaser, concerning the Property or the condition, use or development thereof, (ii) in entering into this Agreement, Purchaser has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, (iii) all matters concerning the Property have been or shall be independently verified by Purchaser prior to the Closing, and Purchaser shall purchase the Property, or elect not to do so, based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so); (iv) **AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS**, including, without limitation, latent defects and other matters not detected in Purchaser's inspections, without recourse to Seller, and (v) except as provided herein, Purchaser waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of transfer, quality, merchantability or fitness for a particular purpose and use, including, without limitation, Purchaser's intended uses or purposes. Upon the closing of the purchase and sale contemplated hereby, Purchaser shall be deemed to have accepted the Property, and each and every portion thereof, unconditionally and with any and all (none being implied hereby) rights to rescind, set aside or avoid the transactions contemplated hereby or to seek a reduction, adjustment, offset or recovery of the Purchase Price waived and relinquished. Without limiting the foregoing, Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against any and all matters arising out of latent or patent defects or physical conditions, violations of applicable laws and any and all other acts, omissions, events, circumstances or matter affecting the Property. For the foregoing purposes, and in consideration of the Due Diligence Period, Purchaser hereby specifically acknowledges that this release will extend to claims unknown at the time of executing this release, which if known by Purchaser would have materially affected its decision to enter into this Agreement. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

Purchaser's initials

8.3 Survival. All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. It is understood and agreed that the Purchaser may assign this Agreement.

9. GENERAL PROVISIONS.

9.1 Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

9.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

9.3 Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other parties at the address shown below. Any party may change its address for notices by at least fifteen (15) days advance written notice to the other. The address of each party to this Agreement for purposes of notice shall be as follows:

Seller: Fruit Valley Land, LLC, a Delaware limited liability company
 ATTN: Panattoni Development Company, Inc.
 1821 Dock Street, Suite 100
 Tacoma, WA 98402

Purchaser: The City of Vancouver
 Ryan Lopossa, Transportation Manager
 P.O. Box 1995
 Vancouver, WA 98668-1995

Each party may change its address for notice by giving not less than fifteen (15) days' prior notice of such change to the other party in the manner set forth above.

9.4 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.5 Attorneys' Fees. In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

9.6 Integration. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties and states the entire agreement of the parties, and the Parties shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not included in or attached to this Agreement.

9.7 Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.

9.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

9.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

9.10 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

9.11 Construction; Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to “Sections” are to Sections of this Agreement, unless otherwise specifically provided.

9.12 Liability of Seller. Purchaser acknowledges and agrees that the liability of Seller under this Agreement shall be limited in the manner set forth in this Agreement and in no event shall the members, partners, shareholders, officers, directors, employees, or owners of Seller have any personal liability, for any breach of this Agreement by Seller, and any judgments against Seller shall be satisfied solely out of the assets of Seller.

9.13 Liability of Purchaser. Seller acknowledges and agrees that the liability of Purchaser under this Agreement shall be limited in the manner set forth in this Agreement and in no event shall the members, partners, shareholders, officers, directors, employees, or owners of Purchaser have any personal liability, for any breach of this Agreement by Purchaser, and any judgments against Purchaser shall be satisfied solely out of the assets of Purchaser.

9.14 Indemnification. Seller hereby agrees to indemnify Purchaser against and hold Purchaser harmless from any and all claims, actions, costs, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, resulting from operational events originating or relating to the period before the date of the close of escrow. Purchaser hereby agrees to indemnify Seller against and hold Seller harmless from any and all claims, actions, costs, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, resulting from operational events originating or relating to the period on or after the date of the close of escrow.

9.15 Brokers. The Parties represent and warrant that no party has had dealings with any broker working on a commission basis in connection with negotiation or execution of this Agreement. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other person claiming a commission or fee in connection with this transaction and arising out of its own conduct.

9.16 Changes in Writing. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9.17 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's members, elected officials, officers, employees, and agents.

9.18 Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Officer, the parties shall confirm facsimile transmitted signatures by signing an original document.

9.19 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.20 Invalidity of Provisions. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect as long as the substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

9.21 Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be

extended to the next business day thereafter.

9.22 Survival of Covenants. Any covenants and agreements which this Agreement does not require to be fully performed prior to the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

9.23 Assignments. Seller may assign this Agreement in whole or in part, voluntarily or involuntarily, without prior consent of Purchaser, to Carl D. Panattoni, Adon Panattoni, the Panattoni Living Trust dated April 8, 1998, or Panattoni Development Company, Inc., or any affiliate thereof, or any entity owned in part or controlled by any of them. Any assignment shall not relieve Seller of liability hereunder.

10. Right of First Offer/Right of First Refusal

10.1 After the Closing and on the terms set forth herein, Seller shall have (a) the ongoing right of first offer (the "ROFO") to purchase the Property, or any part thereof, from Purchaser; and (b) the ongoing right of first refusal (the "ROFR") to purchase the Property.

10.2 ROFO. If, during the first seven (7) years after Purchaser closes on the purchase of the Property, (a) Purchaser determines to offer all or any portion of the ROFO Property to the market ("Take to Market") for sale; or (b) Purchaser receives a bona fide, unsolicited offer from an unrelated third party (an "Unsolicited Offer"; the third party making such Unsolicited Offer, the "Unsolicited Offeror") to purchase all or any portion of the Property (such portion of the Property, the "Offered Property"), then (A) in the Take to Market scenario, Purchaser will notify Seller, before taking the Offered Property to market, of the terms upon which Purchaser intends to offer the Offered Property for sale to market; and (B) in the Unsolicited Offer scenario, if Purchaser intends to accept an Unsolicited Offer, Purchaser will first provide Seller, before entering into any agreement with the Unsolicited Offeror, a copy of the written offer from the Unsolicited Offeror (in either such scenario, such notification from Purchaser to Seller, the "ROFO Purchase Notice"). At the time Purchaser delivers a ROFO Purchase Notice, Purchaser will also deliver to Seller a purchase agreement containing the economic terms set forth in the ROFO Purchase Notice in the substantially same form as this Agreement, and the following additional terms (the "ROFO/ROFR Purchase Agreement"): (i) a feasibility period of _____ (__) days, with Seller having a right of termination during such period; (ii) closing to occur within _____ (__) days after waiver by Seller, or expiration, of its feasibility period; (iii) for closing costs to be paid as is customary for the area in which the Property is located; (iv) that Seller may assign the purchase agreement to any third party without Purchaser consent; and (v) standard representations and warranties by Purchaser with respect to authority and ownership of the Property.

10.3 Exercise of ROFO. Seller will have thirty (30) days after receipt of a complete and correct copy of the ROFO Purchase Notice and the ROFO/ROFR

Purchase Agreement (the “ROFO Exercise Period”) to exercise its ROFO to purchase the Offered Property for the economic terms set forth in the ROFO Purchase Notice. Seller’s exercise of its ROFO will be deemed effective if Seller executes and delivers the ROFO/ROFR Purchase Agreement to Purchaser during the ROFO Exercise Period. If Seller elects not to, or fails to timely, exercise its ROFO, then (a) in the Take to Market scenario and subject to Seller’s ROFR, Purchaser will be free to take the Offered Property to market for sale for any purchase price that is not more than five percent (5%) lower than the purchase price set forth in the ROFO Purchase Notice; and (b) in the Unsolicited Offer scenario, Purchaser will be free to sell the Offered Property to the Unsolicited Offeror (or its affiliate) for any purchase price that is not more than five percent (5%) lower than the purchase price set forth in the ROFO Purchase Notice, and in either event, any such sale will otherwise be on terms and conditions materially similar to those set forth in the ROFO/ROFR Purchase Agreement (the purchase agreement by and between Purchaser and the Unsolicited Offeror, an “Unsolicited Contract”).

10.4 Unsolicited Offeror. If, in the Unsolicited Offer scenario, the Unsolicited Offeror negotiates a purchase price that is more than five percent (5%) lower than that which is set forth in the ROFO Purchase Notice or on terms and conditions materially different than those set forth in the ROFO/ROFR Purchase Agreement, before Purchaser may enter into such Unsolicited Contract, Purchaser must again deliver a ROFO Purchase Notice and ROFO/ROFR Purchase Agreement to Seller setting forth the proposed changes, and the terms of this Article 10 will apply again. Additionally, if Purchaser has not entered into the Unsolicited Contract as permitted herein, or fails to close on any Unsolicited Contract, in either event, within one hundred eighty (180) days following the expiration of the ROFO Exercise Period, Purchaser will be required, prior to Purchaser being able to enter into a contract for sale of such Offered Property with any party, to provide Seller with a new ROFO Purchase Notice and ROFO/ROFR Purchase Agreement covering such Offered Property, and Seller will have a new right, pursuant to **Sections 10.2 and 10.3** above, to purchase such Offered Property.

10.5 Take to Market; ROFR. If, in the Take to Market scenario, Seller elects not to purchase the Offered Property or fails to exercise its ROFO, and Purchaser proceeds to take the Offered Property to market, Seller will have a ROFR to purchase the Offered Property on the terms of a bona fide offer from an unrelated purchaser (the “Solicited Offeror”) if such offer contains a purchase price that is more than five percent (5%) lower than that which was set forth in the ROFO Purchase Notice. If Purchaser intends to accept an offer to purchase the Property from a Solicited Offeror for a purchase price that is more than five percent (5%) lower than that which is set forth in the ROFO Purchase Notice, Purchaser will first provide Seller, before entering into a contract with the Solicited Offeror, a copy of the written offer from the Solicited Offeror, except for any portions of such offer that are the subject of a confidentiality agreement by and between City and the Solicited Offeror; provided that Purchaser will, in any event, be required to notify Seller of the identity and ownership structure (if known) of the Solicited

Offeror and of the material business terms contained in the Solicited Offer (such notification from Purchaser to Seller, the “ROFR Purchase Notice”). At the time Purchaser delivers a ROFR Purchase Notice, Purchaser will also deliver to Seller a Purchaser-executed ROFO/ROFR Purchase Agreement for Seller’s potential purchase of the Offered Property on the economic terms set forth in the ROFR Purchase Notice.

10.6 Exercise of ROFR. Seller will have thirty (30) days after receipt of the ROFR Purchase Notice and the ROFO/ROFR Purchase Agreement (the “ROFR Exercise Period”) to exercise its ROFR to purchase the Offered Property for the economic terms set forth in the ROFR Purchase Notice. Seller’s exercise of its ROFR will be deemed effective if Seller executes and delivers the ROFO/ROFR Purchase Agreement to Purchaser during the ROFR Exercise Period. If Seller elects not to, or fails to timely exercise its ROFR, then Purchaser will be free to sell the Offered Property to the Solicited Offeror (or its affiliate) for any purchase price that is not more than five percent (5%) lower than the purchase price set forth in the ROFR Purchase Notice and any such sale will otherwise be on terms and conditions materially similar to those set forth in the ROFO/ROFR Purchase Agreement (the purchase agreement by and between Purchaser and the Solicited Offeror, a “Solicited Contract”).

10.7 Solicited Offeror. If the Solicited Offeror negotiates a purchase price that is more than five percent (5%) lower than that which is set forth in Purchaser’s ROFR Purchase Notice or on terms and conditions materially different than those set forth in the ROFO/ROFR Purchase Agreement, before Purchaser may enter into a purchase agreement with Solicited Offeror, Purchaser must again deliver a ROFR Purchase Notice and ROFO/ROFR Purchase Agreement to Seller setting forth the proposed changes, and the terms of this Article 10 will apply again. If Purchaser has not entered into the Solicited Contract covering such designated Offered Property, or Purchaser fails to close under any Solicited Contract, in either event within one hundred eighty (180) days following the expiration of the ROFR Exercise Period, Purchaser will be required, prior to Purchaser being able to enter into a contract for sale of such Offered Property with any party, to provide Seller with a new ROFR Purchase Notice and ROFO/ROFR Purchase Agreement covering such Offered Property, and Seller will have a new right, pursuant to **Sections 10.5 and 10.6** above, to purchase such Offered Property.

11. Additional Provisions

11.1 Approval. This Purchase and Sale Agreement is subject to approval and acceptance by several Departments of the City of Vancouver, including the City Attorney, Finance, and the City Manager. This Agreement may also require approval from City Council. All approvals shall be deemed obtained upon Purchaser’s execution of this Agreement and this Agreement has been signed by the City Manager.

11.2 Effective Date. The date on which the last of Seller and Purchaser

signs this Agreement is the “Effective Date” of this Agreement.

Signatures are on next page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

SELLER:

FRUIT VALLEY LAND, LLC

a Delaware limited liability company

By: PDC Seattle LPIV BB/TH, LLC
a Delaware limited liability company,
Manager

By: _____
Name: _____
Title: Local Partner

PURCHASER:

THE CITY OF VANCOUVER

By: _____
Eric Holmes, City Manager

Attest:

By: _____
Natasha Ramras, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT A

Overall Property

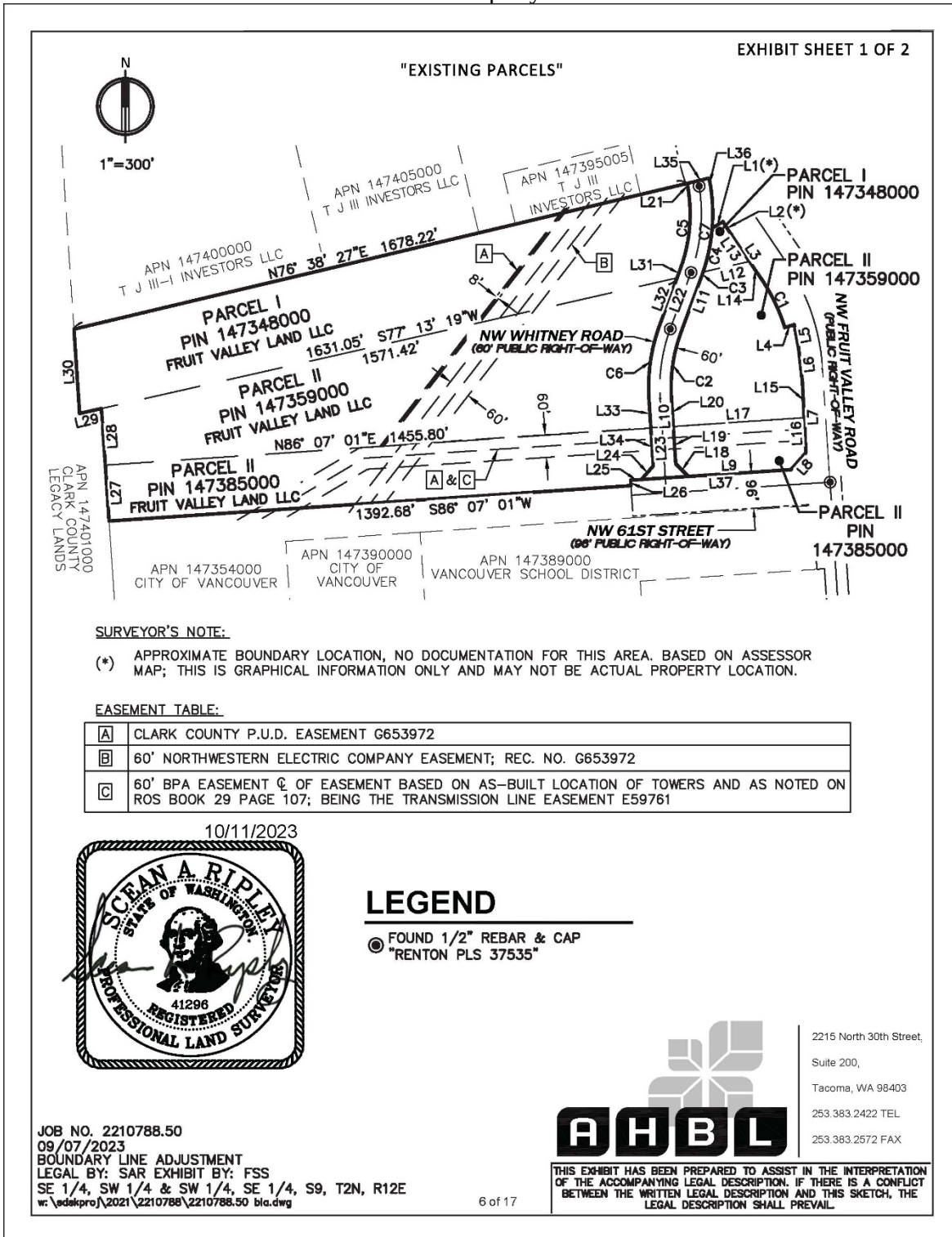


EXHIBIT A-1

Subject Property

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON; BEING A PORTION OF DESCRIBED PROPERTY AS NOTED BELOW AS **“PROPERTY” DESCRIPTION**, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF WITH THE SOUTH LINE OF LOT 1, AS SHOWN ON A RECORD OF SURVEY – BOUNDARY LINE ADJUSTMENT MAP, RECORDED MARCH 26, 1998, AT BOOK 43 OF SURVEYS AT PAGE 15, EXTENDED EASTERLY AND THE EASTERLY RIGHT-OF-WAY MARGIN LYING 30.00 FEET EASTERLY OF THE MONUMENTED CENTERLINE OF NW WHITNEY ROAD, RECORDED MAY 19, 2005, AT BOOK 54 OF SURVEYS AT PAGE 92;

THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN, LYING 30.00 FEET EAST OF SAID MONUMENTED CENTERLINE OF NW WHITNEY ROAD THE FOLLOWING SIX COURSES:

- 1) SOUTH 09°28'14" EAST 16.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET;
- 2) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°40'50", AN ARC LENGTH OF 248.65 FEET (HAVING A CHORD BEARING OF SOUTH 05°22'11" WEST, A CHORD LENGTH OF 245.88 FEET);
- 3) THENCE SOUTH 20°12'35" WEST 160.20 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 420.00 FEET;
- 4) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°57'35", AN ARC LENGTH OF 175.63 FEET (HAVING A CHORD BEARING OF SOUTH 08°13'48" WEST, A CHORD LENGTH OF 174.36 FEET);
- 5) THENCE SOUTH 03°45'00" WEST 176.09 FEET;
- 6) THENCE SOUTH 45°01'33" EAST 47.36 FEET MORE OR LESS TO THE EXISTING NORTH RIGHT-OF-WAY MARGIN OF NW 61ST STREET, ALSO BEING THE **POINT OF TERMINUS** OF SAID DESCRIBED LINE.

“PROPERTY” DESCRIPTION

PARCEL I:

THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF THE SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO.

G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF

SECONDARY STATE HIGHWAY NO. 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY, A MAINE CORPORATION, RECORDED UNDER AUDITOR'S FILE NO. G 10607, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE COUNTY ROAD AND 5 CHAINS NORTHERLY, MEASURED ALONG SAID WEST LINE, FROM A POINT 16.29 CHAINS SOUTH AND 21.98 CHAINS WEST OF THE NORTHEAST CORNER OF ABRAHAM ROBIE DONATION LAND CLAIM; THENCE SOUTH 75° WEST ALONG THE SOUTH PROPERTY LINE OF GRANTOR'S PROPERTY, 368 FEET MORE OR LESS, TO THE CENTERLINE OF GRANTOR'S TRANSMISSION LINE; THENCE NORTH 36°24' EAST ALONG THE CENTERLINE OF SAID TRANSMISSION LINE 56 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND TO BE CONVEYED HEREIN; THENCE NORTH 53°36' WEST 20 FEET; THENCE NORTH 35°24' EAST 30 FEET; THENCE SOUTH 53°36' EAST 40 FEET; THENCE SOUTH 36°24' WEST 30 FEET; THENCE NORTH 53°36' WEST 20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID PROPERTY FROM SECONDARY STATE HIGHWAY 1-T.

ALSO EXCEPTING THEREFROM THAT PORTION BEING CONVEYED ON CONTRACT TO JAMES J. SWEIBERG ET UX, AND GREG ROUSETT, A SINGLE MAN, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. G 658693 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ON THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 150 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST 663.40 FEET TO AN IRON ROD; THENCE AROUND A CURVE TO THE LEFT, HAVING A DELTA OF 23°37'49", A RADIUS OF 693.00 FEET, A DISTANCE OF 285.81 FEET ON THE CURVE TO A POINT; THENCE SOUTH 76°41'37" WEST, 497.16 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST 230.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT CERTAIN TRACT BEING CONVEYED ON CONTRACT TO PAC PAPER, INC., A CORPORATION, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7707080217 AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BEING A PORTION OF

THE ABRAHAM ROBIE DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ROBIE DONATION LAND CLAIM; THENCE SOUTH 76°41'37" WEST 2382.17 FEET ALONG THE NORTH LINE OF THE ROBIE DONATION LAND CLAIM TO A POINT; THENCE SOUTH 13°18'23" EAST 380 FEET TO AN IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 76°41'37" EAST, 497.16 FEET; THENCE SOUTHERLY AROUND A CURVE TO THE LEFT HAVING A DELTA OF 29°38'46", A RADIUS OF 693.00 FEET, A DISTANCE OF 358.57 FEET; THENCE SOUTH 76°41'37" WEST, 609.46 FEET TO AN IRON ROD; THENCE NORTH 13°18'23" WEST, 350.00 FEET TO AN IRON ROD; THENCE NORTH 76°41'37" EAST, 169.13 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT TRACT CONVEYED TO DENNIS E. LORIGAN AND DIANA J. LORIGAN, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8207230033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF N.W. LAKESHORE AVENUE AND WESTERLY OF THE WEST LINE OF FRUIT VALLEY ROAD:
THAT PORTION OF THE ABRAHAM ROBIE DONATION LAND CLAIM LYING WITHIN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID ROBIE DONATION LAND CLAIM THAT BEARS SOUTH 76°41'37" WEST 3494.91 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM; THENCE SOUTH 3°56'15" WEST 152.03 FEET TO THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO ELGON G. WILSON BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 511785, SAID POINT BEING THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 78°41'37" EAST ALONG THE SOUTHERLY LINE OF SAID WILSON TRACT AND AN EXTENSION THEREOF, 1800.89 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY 1-T, FORMERLY FRUIT VALLEY ROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, 840.54 FEET MORE OR LESS, TO THE NORTH LINE OF THE TRACT CONVEYED TO H. R. WINSSELL BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 465493; THENCE SOUTH 77°10'26" WEST ALONG SAID LINE, 1819.03 FEET TO THE NORTHWEST CORNER OF SAID WINSSELL TRACT; THENCE NORTH 3°56'15" WEST 814.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO J. H. PROPERTIES, A PARTNERSHIP, BY DEED RECORDED SEPTEMBER 6, 1990, UNDER AUDITOR'S FILE NO. 9006010032.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD AND NW WHITNEY ROAD.

PARCEL II:

A TRACT OF LAND IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, WITHIN THE A. ROBIE

DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°51' WEST 2193.32 FEET AND NORTH 5°58' WEST 803.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 5°58' WEST 439.65 FEET; THENCE NORTH 12°40' WEST 158.5 FEET; THENCE SOUTH 75°35' WEST 1903.5 FEET; THENCE SOUTH 5°58' EAST 300 FEET MORE OR LESS, TO THE POINT WHICH BEARS SOUTH 84°32' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 84°32' EAST 1900 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN FRUIT VALLEY ROAD, NW WHITNEY ROAD AND NW 61ST STREET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 864.54 FEET AND WEST 2256.35 FEET OF THE SOUTHEAST CORNER OF SAID SECTION 9 AND AT A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 96+57.79 RIGHT OF WAY CENTERLINE, FRUIT VALLEY ROAD - W. 34TH STREET TO NW WHITNEY ROAD RIGHT OF WAY PLAN, 22 PAGES, CITY OF VANCOUVER PROJECT NUMBER 071107, DATED APRIL 2003; THENCE NORTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 98+09.37 RIGHT OF WAY CENTERLINE; THENCE WEST TO A POINT 57.76 FEET LEFT OF ENGINEER'S STATION 98+09.39 RIGHT OF WAY CENTERLINE; THENCE SOUTH TO A POINT 59.26 FEET LEFT OF ENGINEER'S STATION 97+16.29 RIGHT OF WAY CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 103+77.87 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 101+04.02 NW 61ST STREET CENTERLINE; THENCE NORTHWEST TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+17.02 NW WHITNEY ROAD CENTERLINE; THENCE NORTH TO A POINT 30.0 FEET RIGHT OF ENGINEER'S STATION 100+75.59 NW WHITNEY ROAD CENTERLINE; THENCE WEST TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 101+75.59 NW WHITNEY ROAD CENTERLINE; THENCE SOUTH TO A POINT 30.0 FEET LEFT OF ENGINEER'S STATION 100+73.95 NW WHITNEY ROAD CENTERLINE; THENCE SOUTHWEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+78.78 NW 61ST STREET CENTERLINE; THENCE WEST TO A POINT 40.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE SOUTH TO A POINT 24.0 FEET LEFT OF ENGINEER'S STATION 99+50.0 NW 61ST STREET CENTERLINE; THENCE EAST TO THE POINT OF BEGINNING.



Staff Report: 233-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Main Street Promise Project - Professional Services Agreement Amendment

Key Points

- In August 2022, City Council approved a professional services agreement with Mackay & Sposito for completion of design, environmental permitting and public outreach related to the Main Street Promise Project.
- Over the course of the project, the City has requested additional services by the consultant as it pertains to the project design and public outreach process.
- An addendum to the original agreement is needed to cover this additional work and anticipated consultant support during the construction phase.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

On August 8, 2022, City Council approved a professional services agreement (Agreement No. C-100969) with Mackay & Sposito in the amount of \$2,512,543. The agreement covers the design, environmental permitting and public outreach services needed to advance the Main Street Promise Project into the construction phase.

Due to the nature of the design process and how the design of Main Street has evolved from a traditional road improvement project to a project focused on the movement of people, the City has added additional work to the agreement. This includes additional design efforts focused on multimodal transportation, the design of consolidated solid waste facilities, additional archeological

exploration work needed for the proposed contractor staging area, and additional public outreach. In addition, the consultant team will be providing technical support to the City during the construction phase.

Attached is a contract addendum that reflects the additional services being provided to the City. The amount of the addendum is \$367,451.91.

Advantage(s)

- Added services are beneficial to the successful completion of the design of a very complex project.
- Additional public outreach has allowed multiple stakeholders and interested parties the opportunity to understand the nature of the project.
- Project is consistent with the City's current long-range planning, economic and strategic plan goals.

Disadvantage(s)

Requires additional local funding.

Budget Impact

The project is funded through ARPA, the Transportation Capital Fund, as well as the Water and Sewer Capital funds.

Prior Council Review

City Council approved the final design of the Main Street Promise Project on October 23, 2023. This addendum is consistent with that final design.

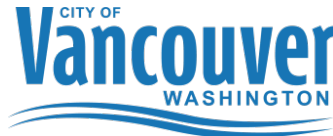
Action Requested

Authorize the City Manager or their designee to execute Addendum 1 to the Professional Services Agreement No. C-100969 in the amount of \$367,451.91.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Original Contract
- ▣ Amendment 1 and Attachment A and B



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-100969**

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 10-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor to provide professionals services for improvements for the Main Steet Streetscape Project – 5th St to 15th St.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$2,512,543.19 USD.

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on August 22, 2022 and continue until August 21, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

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

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

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

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

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

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

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jason Irving

MacKay Sposito Inc

18405 SE Mill Plain Blvd, Suite 100

Vancouver, WA 98683

Email: jirving@mackaysposito.com

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

- 18. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

23. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. WARRANTIES: All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

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

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA487...

Eric Holmes, City Manager

8/11/2022

Date

Attest:

DocuSigned by:



BCE6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

MacKay Sposito Inc

DocuSigned by:



72D0222E2301457...

Signature

Derrick Smith

President / CEO

Printed Name /Title

8/10/2022

Date

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- 60% Landscape Design
- 90% Landscape Design
- 100% Landscape Design

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- 60% Civil Design
- 90% Civil Design
- 100% Civil Design
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Introduction

City of Vancouver**Main Street Streetscape Project – 5th St to 15th St****INTRODUCTION**

The City of Vancouver selected MacKay Sposito and their consultant team for the Main Street Streetscape Project, 5th to 15th Street. The project team includes;

- **MacKay Sposito** - Project Management / Landscape Architecture / Civil Engineering / Environmental Permitting / Public Outreach Support / Private Utility Coordination
- **Point North Consulting** - Public Outreach Lead
- **First Forty Feet** - Urban Design / Placemaking
- **DKS Associates** - Traffic Engineering / Signal Design / Street Lighting Design
- **NV5** - Geotechnical Engineering / Hazardous Materials
- **LUMA** - Decorative Lighting
- **AINW** - Cultural Resources
- **Kramer Gehlen** - Structural Engineering

GENERAL PROJECT DESCRIPTION/BACKGROUND

Currently, Main Street is improved with asphalt paving, curbs, gutters, street lighting, traffic signals, and underground utilities. There are existing basement accesses within the sidewalk area as well as fire protection piping, trees, landscaping, public art, street furniture (bike racks, litter receptacles, etc.), driveways and business access doors that will require coordination with private property owners.

The City has previously completed significant planning, studies, outreach, and design work along Main Street including but not limited to:

- 1993 - Construction of building to building improvements on Main Street between McLoughlin and Fourth Plain boulevards
- 2009 - Completion of an archaeological report, level 1 environmental site assessment, public involvement meetings/newsletters, 95% construction plans, and other work generally for Main Street from 5th to 15th Street
- January 2020 - Public outreach to develop three concept options and associated cost estimates

Since this work was completed, the priorities and needs of downtown businesses and the community have evolved due to the COVID-19 pandemic and other factors. This project will continue the City's goal of improving Main Street. The project will create a new streetscape design that defines Lower Main Street between 5th Street and 15th Street as its own distinct commercial district. It will feature its own set of finishes, street furnishings and pedestrian-oriented improvements, and potentially connect to a new extension of Main Street from 5th Street to Columbia Way constructed as part of the I-5 Bridge Replacement Project.

The project will assess the current and future needs of downtown businesses, stakeholders, and the community to improve Main Street from 5th Street to 15th Street, between building faces, as recommended by the City of Vancouver's Transportation Improvement Program (TIP). The project will be

designed to meet the current City of Vancouver's Street Standards and the Main Street District Design Handbook. Specific improvements include:

- New curb and sidewalk
- Pavement resurfacing on Main Street and the following side streets: Evergreen Boulevard from Washington to Main; 12th Street from Washington to Main; and 13th Street from Main to Broadway
- Replacement of potable water and sanitary sewer mains and services
- Surface water evaluation and modifications to the existing storm sewer system
- Coordination with private utilities for undergrounding of overhead utilities crossing perpendicular to Main Street at side streets and to resolve utility conflicts
- New street furnishings, decorative lighting, and electrical receptacles at street tree locations
- New landscaping and irrigation system, including street trees
- New street lighting and traffic signal modifications (see DKS scope of work)
- Public outreach including development and implementation of a business retention plan (see Point North scope of work)
- Structural engineering for modifications to existing basements and access within right-of-way (see Kramer Gehlen scope of work)
- Construction traffic control and phasing plans

The project is funded through a combination of American Rescue Plan Act (ARPA) funding, water and sewer funding, and the general fund. This scope of work assumes that the project may receive future federal or state funding for the construction phase.

The project also will encompass coordination with local businesses and stakeholders including the Vancouver Downtown Association, City Center Redevelopment Authority, Clark County Historic Preservation Commission, The Historic Trust, Esther Short Neighborhood Association, downtown stakeholders, C-TRAN, residential properties and other agencies. This coordination will be essential to the success of this project, and the Vancouver Downtown Association is anticipated to play a prominent role in public outreach and the selection of decorative lighting fixtures and their locations.

Specific goals and objectives include:

- Honor and celebrate the history of downtown Vancouver
- Build upon existing and establish new positive relationships and partnerships with local businesses and stakeholders
- Develop design and construction considerations to mitigate impacts to local businesses
- Create a stronger sense of community identity and provide a welcoming place that attracts citizens and visitors
- Create an environment that will be the catalyst for renewed investment by business and property owners
- Continue establishing a connection between the Esther Short Neighborhood, the Vancouver Waterfront, and Fort Vancouver National Historic Site
- Create an attractive, coordinated and quality visual image of our downtown that can be a model for future improvements

Scope of Work

City of Vancouver Main Street Streetscape Project – 5th St to 15th St

1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks. Include date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, total cost for labor and expenses for the billing period, subconsultants fees and total amounts summarizing labor, expenses and subconsultants fees.
- Provide a summary report to accompany monthly invoices. The summary report will list each invoice as well as the current invoice with an itemized summary of invoice numbers, dates and amounts billed for labor, expenses and subconsultants. The summary report will list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Prepare a project status report to accompany monthly invoices. Reports will include the dates covered by the status report, brief summary of work performed, a notice to the City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed/upcoming project milestones and action items needed by the City for project delivery. The consultant shall monitor the status of the budget and take corrective action to correct undesirable budget trends.
- Maintain all documentation. Provide copies of project files and records to the City for audits and public information requests and upon request. All final documents shall be provided in electronic format.

1.2 PROJECT SCHEDULING

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones including intermediate and final submittal dates for design documents and key decision points.
- Provide up to three updates to the schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and review meetings at each submittal phase. Review meetings are assumed to be in-person.

- Organize and hold project coordination meetings with key project team members as well as representatives from the City and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.

1.4 SUBCONSULTANT COORDINATION

- General coordination and management of the subconsultant team including contracting, scope and budget management, invoicing, schedule communication and management, and coordination of deliverables
- Bi-weekly coordination calls with the consultant team to check in on project status, discuss project decisions and direction, and review schedule and upcoming deliverables
- Receive subconsultant questions and requests and work with the City to provide responses

TASK 1 DELIVERABLES:

- *Monthly Invoices and Progress Reports*
- *Baseline Project Schedule and Updates*
- *Meeting Agendas, Minutes, and Task Log Updates*
- *Project Documentation*

ASSUMPTIONS

- 13- month project management duration
- Bi-weekly project meetings (as needed) will be virtual, with quarterly in-person meetings (as needed)
- Up to six additional in-person and six virtual project coordination meetings to resolve specific project issues
- Bi-weekly consultant team coordination meetings
- In-person meetings include one-hour round-trip travel time for each consultant staff attending at City facilities
- Providing information, exhibits, and attending public meetings, open houses, and other outreach tasks are included under the Public Outreach task

2.0 QUALITY ASSURANCE AND QUALITY CONTROL

2.1 PRIME CONSULTANT QUALITY CONTROL AND QUALITY ASSURANCE

MacKay Sposito Engineering Director Paul Harmsen will lead the QA/QC process. The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products to staff with appropriate experience and expertise.

- **Project Setup/Start Up**
 - Confirm City Standards and Drafting Standards
 - Hold a kickoff meeting with the City transportation group to discuss drafting details, sheet templates, and plan set setups (see Task 8.2 below)
 - Design approach coordination with City's engineering departments including the Surface Water Management, Water and Sanitary, and Construction Departments (see Task 8.2 below).
 - Project Team Kickoff Meeting
 - Share scope, schedule, City standards, CAD standards and setup, jurisdiction requirements, and budget with staff, discuss key issues and lessons learned. The team defines project success and key goals so that all team members are

working toward a predetermined outcome. Finally, QA/QC stages and QA/QC personnel assignments are confirmed.

- CAD Setup
 - The foundation of a construction plan set is the CAD setup. Set up the construction plans set per the City's sheet templates, plan setups, and other preferences. Establishing the CAD setup early ensures that subsequent QA/QC efforts can focus the roadway design elements instead of CAD setup.

Deliverable QA/QC

- Quality of deliverables are checked at each stage of the project.
 - Conceptual Design (30%)
 - Reports (Environmental, Stormwater, Basis of Design, Geotechnical, Traffic)
 - Preliminary Design (60%)
 - Final Design (90%)
 - Issued for construction plans, specifications, bid quantities, and engineer's estimate of probable costs
 - Civil plan checklists (30%, 60%, 90%, 100%)
 - Maintain records of markup iterations for each plan set (30%, 60%, 90%, 100%). Final markup iteration will include all items (including e.g. north arrow, sheet number, street names, title block info, etc.) highlighted as correct or with changes and corrections with initials and date, to be provided to the City within four working days of request.
 - Letter to file certifying the QC/QA process has been followed, to be provided to the City within four working days of request.
- **QA/QC Stages**
 - At each stage of the project, quality is checked at five levels. Each deliverable is routed through the QA/QC process. Due to the different disciplines involved with the project, the QA/QC process will be followed for five distinct components of the project: Environmental, Civil Engineering, Urban Design/Landscape Architecture (includes review for of integration of landscape/irrigation along with confirming that urban design elements meet the preferred/selected colors/manufactures/family of products/etc. and conform to project specifications), Subconsultant Deliverables, and Specifications and Estimate of Probable Construction Cost. The following is the summary of the QA/QC stages that will be followed for each project component:
- **QA/QC Process**
 - 1) Originate:** When a product (e.g., 60% plans) is ready for review, the project manager will originate the QC process by directing the CAD technician to produce a review plan set. The CAD technician performs the first level of review, looking for and correcting drafting errors. Once this first pass is completed, a new plan set is plotted to PDF and the project manager is informed that the deliverable is ready for review.
 - 2) Check:** The project manager is the QC lead. The QC includes review of the design, presentation, accuracy of key notes, detail references, checks for utility conflicts, and myriad other items. QC checklists are used to assist in the review. The deliverable review also will consider constructability and buildability and conformance between the plans, specifications, and bid schedule. BlueBeam, a PDF-based document review platform, is used by the project manager to make and log comments. Bluebeam provides a single digital location for QC reviews and QA back checks.

3) Back check: Following the PM review, a QA review by the assigned back-checker is initiated. BlueBeam is used to track and log any additional comments. Standard checklists ensure a thorough review.

4) Correct: After the QC and QA review, the marked-up deliverable is sent back to the CAD technician or the document author. The CAD technician/author addresses the comments or adds comments to the BlueBeam session clarifying why a comment could not be addressed or to seek additional clarification. At this point, the CAD technician/author will replot the deliverable.

5) Verify: The project manager then reviews the revised document against the marked-up document and verifies that each of the comments has been addressed and works closely with the CAD technician/author to address comments that were not addressed through the first round of corrections. A revised and corrected plan set/report/specification is plotted, and the project manager performs one final review prior to submission to the agency.

The following table lists the QA/QC Staff assignments for this project:

	Project Discipline/Component				
QA/QC Staff	Environmental	Civil Engineering Roadway Public Utilities Private Utilities	Landscape Architecture Urban Design	Subconsultant Deliverables	Specifications/ Estimate of Probable Construction Cost
Originator	Kristen Currens	Jason Irving	Juanita Rogers	Jason Irving	Jason Irving
CAD Check	N/A	Alex Staich	Emily Mills	Alex Staich	N/A
Checker	Kristen Currens	Jason Irving	Juanita Rogers	Mahsa Eshghi	Jason Irving
Back-checker	Jason Irving	Paul Harmsen	Jim Sandlin	Paul Harmsen	Paul Harmsen
Correct	Ali Krasnow	Alex Staich	Emily Mills	Subconsultant	Mahsa Eshghi
Verify	Kristen Currens	Jason Irving	Juanita Rogers	Mahsa Eshghi	Jason Irving

- Subconsultant Deliverable Review
 - Review, provide comments, and manage schedules for subconsultant team deliverables
 - This review will follow the same process as the internal review of deliverables with staff assignments as shown in the table above.

SECTION 2 DELIVERABLES (Delivered to City Upon Request):

- *Maintain records of markup iterations for each plan set (30%, 60%, 90%, 100%). Final markup iteration will include all items highlighted as correct or with changes and corrections with initials and date.*
- *Letter to file certifying the QC/QA process has been followed*

3.0 GEOTECHNICAL AND HAZARDOUS MATERIALS (NV5)

Please refer to Schedule A for geotechnical and hazardous materials scope of work.

4.0 ENVIRONMENTAL EVALUATION AND PERMITTING**4.1 REVIEW OF PREVIOUS ENVIRONMENTAL STUDIES**

- The Consultant shall update and verify all aspects of the Environmental Studies and Cultural Resource Report prepared for the corridor. This task shall be accomplished through agency consultation, use of existing databases and, where necessary, additional fieldwork. The update will be essential to minimize unanticipated permitting or consultation requirements late in the process.
- City, County, and State environmental staff shall be contacted to obtain and review previous studies completed for other projects in the area of the proposed Main Street Streetscape improvements, including environmental documentation and reports.
- Updating requirements shall be determined, and data gaps identified. The Consultant shall use this review to avoid duplicating efforts. As much as possible, the previous studies shall be used to update the existing environmental documentation listed in the Scope of Work section of this RFQ. The Consultant shall prepare a memorandum describing the required environmental process, studies, and associated review timelines.

4.2 NEPA

- Federal funding is anticipated through the Federal Highway Administration, administered through the Washington Department of Transportation. A NEPA Categorical Exclusion form and required supporting documentation will be prepared for the City and WSDOT's review and signature. The Consultant shall work closely with WSDOT Local Programs staff to ensure the minimum documentation requirements are met. The scope for the NEPA elements that require additional documentation for the project are as follows:
 - Sole Source Aquifer: The Consultant shall prepare the EPA Sole Source Aquifer form and submit it to the EPA for review and approval.
 - Environmental Justice: The Consultant shall prepare the Environmental Justice Matrix and provide census and OSPI school data.
 - Endangered Species Act Compliance: The Consultant shall prepare a simple No Effect Letter to document the lack of project impacts to wildlife and plants. A Biological Assessment for documenting impacts to listed fish from stormwater runoff is detailed as a separate task.

Assumptions:

- No air quality, critical areas/wetlands, floodplain, noise, agricultural lands, rivers, tribal lands, will be required.
- Cultural/Historic/4(f) will be covered under a separate task.
- Hazardous Materials will be covered under a separate task.

4.3 SEPA

- All efforts will be made to use the signed NEPA document to avoid the need to complete the SEPA checklist per WAC 197-11-610. However, if the project schedule does not allow time to wait for the NEPA CE to be completed before the SEPA process must be completed, then the

Consultant shall develop a SEPA checklist. The Consultant shall submit either the NEPA or SEPA documentation to the City's Land Use Planning Department and support addressing public comments.

Assumptions:

- A pre-application (or waiver) and Land Use Application Form will not be required. No additional land use permitting will be required.
- The archaeological documentation will be covered under a separate task.
- No additional reports or studies will be required. Data will be gathered from publicly available sources.
- The project will receive a determination of non-significance.
- Permit fees will be paid by the City of Vancouver.
- Up to two hours of public comment response is included.

4.4 CONSTRUCTION STORMWATER GENERAL PERMIT AND STORMWATER POLLUTION PREVENTION PLAN

- A Notice of Intent (NOI) will be filed with the Washington Department of Ecology, including placement of two public notices in The Columbian, and a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the project. The NOI and SWPPP will be in place before construction begins.

Assumptions:

- The newspaper public notice fees are included, but the annual permit renewal fees are excluded.

4.5 PERMIT FACILITATION AND TRACKING

- The Consultant shall monitor progress of the relevant reviewing agencies so that questions or concerns during review are addressed quickly. This will enable the permit application to be processed in a timely manner.

4.6 BIOLOGICAL ASSESSMENT

- Using WSDOT's BA template, the Consultant shall prepare the Biological Assessment in accordance with the scope and quality requirements in the current version of WSDOT's Advanced Training Manual for Biological Assessment Preparation for Transportation Projects. The BA shall include an evaluation of the project's potential direct and indirect effects from stormwater runoff on federally listed threatened, endangered, and proposed species and critical habitat. The BA shall also include an evaluation of potential adverse effects on essential fish habitat (EFH), consistent with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act). Project drawings, species lists, site photos, and the EFH analysis shall be provided as appendices.

Consistent with the requirements of WSDOT's Advanced Training Manual for Biological Assessment Preparation for Transportation Projects (Guidance), the Consultant shall conduct a single-day site reconnaissance to review the project site and evaluate habitat conditions. A virtual pre-BA meeting with WSDOT and NMFS is included.

- The environmental scientists shall work with the project consultant team to develop a detailed project description that includes the following information:

- Pertinent information on construction activities, including construction methods, timing, schedule, and phasing, and a list of all construction equipment required.
 - Locations of staging/stockpile areas.
 - Specifications for stormwater treatment and detention facilities.
 - Safety Module, to allow an evaluation of impacts associated with project elements that improve pedestrian access and safety.
 - A list of proposed water quantity and quality best management practices (BMPs) for project construction and operation.
- The Biological Assessment shall utilize data and mapping from the Hydraulic Report (included as a separate task). It is assumed that the Western Washington Highway Runoff Dilution and Loading Stormwater Model (HI-RUN Model) and the ESA Stormwater Design Checklist are not required as of June 2022. A downstream analysis for one TDA is included to document the stormwater flow path and outfall location in the Columbia River. The following engineering figures are included:
 - Existing, replaced, and new PGIS figure (shown with different shading) including post-construction runoff flow directions
 - Stormwater facility location figure including TDA delineation and all catch basins, pipes, ponds, and outfalls
- Based on the anticipated lack of project-related impacts to in-stream or riparian habitats, combined with the lack of suitable habitat for ESA-listed species in terrestrial portions of the action area, effects associated with stormwater runoff are assumed to be the only potential source of direct impacts to ESA-listed species or critical habitat. It is assumed that the BA will include determinations of “may affect, likely to adversely affect” for ESA-listed fish species that may be present in receiving waters and “no effect” for other species. The BA shall include brief descriptions of the status, range, and habitat requirements of species that shall not be affected, along with an explanation of why no effects are anticipated.
- It is assumed that the improvements in the Level of Service on affected roadways will not affect the rate of residential or commercial development in nearby areas; this information shall be included in a brief analysis of indirect effects related to the lack of facilitated development. Use of WSDOT’s Indirect Effects Stormwater Runoff Analytical Model shall not be required.
- The BA shall include a project vicinity map and action area map.
- The Consultant shall submit a first draft of the BA to the City. City staff will review the draft document and provide a single set of non-conflicting comments, focusing on ensuring the accuracy of the project description. The Consultant shall revise the BA in response to the City’s comments and, after receiving confirmation that those comments have been addressed appropriately, submit the document for review by WSDOT. WSDOT staff will conduct a single review of the draft document. The Consultant shall revise the BA in response to and provide a single set of non-conflicting comments from WSDOT and submit the revised BA to WSDOT for confirmation that comments have been addressed appropriately. WSDOT will be responsible for coordinating or conducting consultation with NMFS and USACE.
- Post-submittal coordination, up to 15 hours, is included.

SECTION 4 DELIVERABLES:

- *Memorandum identifying environmental permitting requirements and associated timescales*
- *NEPA CE Form*
- *SEPA Checklist*
- *NPDES Permit Application and SWPPP*
- *Biological Assessment*

5.0 TRAFFIC ENGINEERING AND STREET LIGHTING DESIGN (DKS)

Please refer to Schedule B for traffic engineering, signal design, and street lighting design scope of work.

6.0 URBAN DESIGN**6.1 URBAN DESIGN AND PLACEMAKING PLANS AND DETAILS (FIRST FORTY FEET)**

Please refer to Schedule C for urban design and placemaking plans and details.

6.2 DECORATIVE LIGHTING AND ELECTRICAL ENGINEERING (LUMA)

Please refer to Schedule D for decorative lighting and electrical engineering scope of work.

7.0 LANDSCAPE AND IRRIGATION DESIGN**7.1 DESIGN COORDINATION WITH CITY AND OTHER DISCIPLINES**

- Review previous designs, CAD drawings, reports, and the Main Street District Design Handbook. Evaluate and use the available data in the proposed design
- Design coordination and attend team meetings with key project team members and representatives from the City and other agencies as needed
- Coordination with subconsultants for design collaboration

7.2 TREE REMOVAL PERMITTING PROCESS

- The project includes tree removal within the right-of-way, which will require a Right of Way Tree Removal Plan.
- Perform a site walk-through with the City's urban forester to evaluate existing trees within the project limits. An existing conditions survey plan was generated by the City and includes surveyed tree locations, sizes and species. An existing condition general summary will be provided based on walk-through to include the tree health and overall condition of trees within the right-of-way. Construction impacts will be evaluated and the tree preservation plan will identify trees proposed for removal, measures needed to ensure the health of trees to remain. An application shall be completed by the consultant, and a liaison established with the city urban forester. Public outreach and consultation is anticipated as part of the tree-removal process.

Tree Removal Permitting Process Deliverables:

- *Existing Condition Summary*
- *Tree Preservation Plan*

7.3 30% LANDSCAPE DESIGN

- This task includes preparing the 30% conceptual landscape submittal. The key elements for this task include:
 - General design coordination with project team
 - Review of 2019 approved concept
 - 30% conceptual plan set development

30% Design Deliverables:

- *30% plan set in PDF as listed in Table 1*

7.4 60% LANDSCAPE DESIGN

This task includes preparing the 60% design submittal. The key elements for this task include:

- General design coordination with project team
- Incorporate review comments from 30% design
- 60% landscape and irrigation design and details
- 60% site furnishing and material design and details
- 60% Estimate of Probable Construction Cost
- Specification outline

60% Design Deliverables:

- *60% Estimate of Probable Construction Cost in Excel format*
- *Specification outlines in Microsoft Word*
- *60% plan set in PDF as listed in Table 1*

7.5 90% LANDSCAPE DESIGN

- The 90% design includes preparation of plans, specifications, and an estimate of probable construction cost. Key elements include:
 - General design coordination with project team
 - Incorporate review comments from 60% design
 - 90% landscape and irrigation design and details
 - 90% site furnishing and materials design and details
 - 90% Estimate of Probable Construction Cost
 - 90% specifications

90% Design Deliverables:

- *90% Estimate of Probable Construction Cost in Excel format*
- *90% specification in Microsoft Word*
- *90% plan set in PDF as listed in Table 1*

7.6 100% LANDSCAPE DESIGN

- Incorporating comments from 90% of the design will be progressed to Final plans, specifications, and estimate of probable construction cost.

100% Design Deliverables:

- *100% Estimate of Probable Construction Cost*

- 100% specification
- 100% plan set in PDF as listed in Table 1

TASK 7 LANDSCAPE ASSUMPTIONS:

1. The City will lead coordination efforts with affected property owners. Prior approval from the City project manager will be required before any contact with neighborhood association or private property owners occurs.
2. Design concepts for street plans and intersections will not change significantly from those laid out in the 60% design.
3. Landscape and irrigation design is limited to areas from sidewalk to back of curb, medians and bulbouts.
4. It is assumed that a certified arborist's report will not be required as part of the Right-of-Way Tree Removal plans.
5. Irrigation design will be completed with the 60% submittal.

8.0 CIVIL ENGINEERING

8.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENTS REVIEW AND EVALUATION

- Review previous designs, CAD drawings, stormwater calculations, reports prepared in 2009, and the Main Street District Design Handbook. Evaluate and use the available data in the proposed design.
- Conduct up to three project walkthroughs to evaluate design progression with field conditions such as fine grading at existing businesses, ADA compliance, utilities, and building canopies.
- Evaluate the newly installed curb ramps at Main/Mill Plain and Main/15th Street for ADA compliance.
- Conduct a site visit to record existing building doors data for swings-out direction to the sidewalk, existing/proposed sidewalk width at door location, ADA compliance, and overall existing condition shown in an image.

8.2 DESIGN COORDINATION WITH CITY AND OTHER DISCIPLINES

- Design coordination with the City:
 - Hold a kickoff meeting with the City transportation group to discuss drafting details, sheet templates, and plan set setup.
 - Design approaches coordination with the City's engineering departments including the Surface Water Management, Water and Sanitary, and Construction departments.
 - Hold a kickoff meeting with City surface water engineering group to discuss requirements
- Coordination with subconsultants for design collaborations including the traffic engineer, geotechnical engineer, structural engineer, and landscape architect team.
- Provide engineering support for the environmental team including:
 - Erosion sediment control BMP selection and coordination with the environmental team in support of the Storm Water Pollution Prevention Plan (SWPPP) permit

- Prepare stormwater basin measurements and data in support of the “No Effect” for the WSDOT ESA approval
- Prepare Sole Source Aquifer Checklist in support of the NEPA documentation

8.3 30% CIVIL DESIGN

This task builds upon efforts to refine the City’s vision through outreach, site investigations, previous work, and workshops. Additionally, this task includes preparing the 30% conceptual geometric layout generally based on The City’s conceptual geometric layout Option “C” or the 2009 Main Street design that replaces angled with parallel parking on the west side of Main Street. The key elements for this task are:

- Corridor and intersections geometric design
- Preliminary channelization and striping layout shown on the street plans
- Conceptual intersection ADA ramps layout
- Conceptual corridor and sidewalk scoring layout
- Conceptual stormwater catch basin locations and treatment layout
- Prepare existing door inventory, record whether door swings out to the sidewalk, and existing/proposed sidewalk width at door location.
- Preliminary opinion of probable construction cost

30% Design Deliverables:

- 30% plan set in PDF as listed in Table 1
- Existing doors inventory report
- 30% construction cost estimate

8.4 60% CIVIL DESIGN

The 60% design includes preparing plans, specifications outline, and an estimate of probable construction cost. Key elements include:

- Incorporate review comments from 30% design
- 60% horizontal and vertical design
- 60% roadway channelization and configuration design
- Intersection curb returns and curb ramp grading design
- Typical sidewalk scoring and corridor details
- Evaluate existing business threshold and door conditions and grading and coordinate with new design
- 60% roadway/pavement restoration design and details
- 60% stormwater calculations and conveyance system design
- 60% signing and striping design
- 60% erosion control plans design
- 60% estimate of probable construction cost
- Specifications outline

60% Design Deliverables:

- 60% estimate of probable construction cost in Excel format
- Specification outlines in Microsoft Word
- 60% plan set in PDF as listed in Table 1
- Preliminary stormwater/hydrology report

8.5 90% CIVIL DESIGN

The 90% design includes preparation of plans, specifications, and estimate of probable construction cost. Key elements include:

- Incorporate review comments from 60% design
- 90% roadway design development
- 90% intersection returns and curb ramps detailed grading
- 90% business threshold/door detailed grading (up to 40 doors)
- 90% roadway design and details
- 90% stormwater calculations and conveyance system design
- 90% signing and striping design
- 90% erosion control plans design
- 90% ROW plan
- 90% coordination plan indicating business impacts
- 90% estimate of probable construction cost
- 90% specifications
- 90% construction staging/screening/wayfinding

90% Design Deliverables:

- 90% engineer estimate of probable cost in Excel format
- 90% specification in Microsoft Word
- 90% plan set in PDF as listed in Table 1
- Final stormwater report

8.6 100% CIVIL DESIGN

- Incorporating comments from 90% of the design will be progressed to final plans, specifications, and estimate.

100% Design Deliverables:

- 100% Estimate of Probable Construction Cost
- 100% specification
- 100% plan set in PDF as listed in Table 1
- Copy of NPDES permit application
- Copy of SWPPP
- Final CAD drawings and Civil 3D
- Bid package

Table 1- List of Plan Sheets Deliverables at each Design Stages

Plan Sheet Description	Scale	No. of Sheets	30% Plan Sheets	60% Plan Sheets	90% Plan Sheets	100% Plan Sheets
Cover Sheet	NA	1	X	X	X	X
Legend & Index	NA	2	X	X	X	X
General Notes	NA	1		X	X	X
Typical Roadway Section	TBD	1	X	X	X	X

Typical Intersection & Block Layouts	20	2	X	X	X	X
Existing Conditions	20	4		X	X	X
Demolition Plan	20	4		X	X	X
Erosion Control Plan & Details	20	5		X	X	X
Street Plan and Profiles	20	7	X	X	X	X
Intersection Returns & Curb Ramp Grading	10	18		X	X	X
Business Doors Grading and Details	10	3		X	X	X
Street Details	TBD	2		X	X	X
Storm Sewer Plans and Profiles	20	7		X	X	X
Storm Sewer Details	TBD	2		X	X	X
Sanitary Sewer Plans and Profiles	20	7			X	X
Sanitary Sewer Details	TBD	2			X	X
Water Plans and Profiles	20	7			X	X
Water Details	TBD	2			X	X
Signing and Striping Plan	20	4		X	X	X
Signing and Striping Details	TBD	3		X	X	X
Traffic Signal Plans (DKS)	TBD	8		X	X	X
Traffic Signal Details (DKS)	TBD	2		X	X	X
Interconnection Plans (DKS)	TBD	5		X	X	X
Interconnect Details (DKS)	TBD	4		X	X	X
Illumination Plans (DKS)	TBD	5		X	X	X
Illumination Details (DKS)	TBD	4		X	X	X
Urban Design and Placemaking Plan	20	3		X	X	X
Urban Design and Placemaking Details	TBD	2		X	X	X
Right of Way Tree Removal Plan	20	5	X	X	X	X
Landscape Plans	20	5	X	X	X	X
Landscape Details	TBD	2	X	X	X	X
Irrigation Plans	20	5		X	X	X
Irrigation Details	TBD	2		X	X	X
Site Furnishing and Materials Plans	20	5	X	X	X	X
Site Furnishing and Materials Details	TBD	3	X	X	X	X
Construction Staging & Drainage Phasing	50	1			X	X

Traffic Control Plan	20	4			X	X
Traffic Control Plan Details	TBD	1			X	X
ROW Plan	20	4			X	X
Coordination Plan	20	8			X	X
Totals		162	33	126	162	162

8.7 HYDRAULICS AND HYDROLOGY CALCULATIONS AND REPORT

- Hydraulic and hydrology calculations will be prepared to support the drainage design. The calculations and preparing the report shall be done per the City of Vancouver Section 4, General Requirements and Details for the Design and Construction of Surface Water Systems, 2017, as well as the Washington State Department of Ecology's Stormwater Manual and software. Key elements for this task include:
 - Preliminary hydrology report containing 60% design drainage calculations
 - Incorporating comments from the preliminary hydrology report will be progressed to final report at 90% design level

Hydraulic and Hydrology Calculations and Report Deliverables:

- Preliminary Hydrology Report (electronic) at 60% design*
- Final Hydrology Report (electronic) at 90% design*

8.8 SANITARY AND WATER DESIGN

The water and sewer designs include preparation of plans utilizing 2009 design, specifications, and Estimate of Probable Construction cost. Key elements include:

- Evaluate the water and sewer design prepared in 2009 for compliance with current design standards, modifications needed due to changed conditions or standards, and constructability with a focus on potential traffic and business operation impacts. Prepare a memorandum for the findings and recommendations with the 30% design submittal.
- Use dye and smoke testing (performed by the City) to identify active sanitary sewer laterals and identify any storm sewer/downspout cross connections to the sanitary sewer system.
- 90% and 100% water main and services design (using 2009 design)
- 90% and 100% sanitary sewer main and laterals design (using 2009 design)
- 90% and 100% estimate of probable construction cost
- 90% and 100% specifications

Sanitary and Water Design Deliverables:

- Memorandum summarizing results and recommendations from review of the 2009 water and sanitary sewer design with 30% submittal*
- 60% specification outlines in Microsoft Word*
- 90% sanitary sewer and water plan set in PDF as listed in Table 1*
- 90% Engineer Estimate of Probable Cost in Excel format*
- 90% specification in Microsoft Word*
- 100% plan set in PDF as listed in Table 1*
- 100% estimate of probable construction cost*
- 100% specification*

TASK 8 CIVIL ENGINEERING ASSUMPTIONS:

1. WSDOT design review is limited to an informal review assuming the newly reconstructed curb ramps at Main/Mill Plain and Main/15th Street are not impacted by the proposed improvements. A separate scope and budget will be prepared if design coordination and documentation for WSDOT approval are needed.
2. Main Street will be designed based on the current City's Street Standards (September 1, 2021), as well as the Main Street District Design Handbook.
3. The City's conceptual geometric layout Option "C" or the 2009 Main Street design that replaces angled with parallel parking on the west side of Main Street will generally be the base design for the corridor geometric design.
4. Sheet setup and design drafting will be based on the City's drafting standards. The plan sheets will be set up to full size 34x22, with the scale as shown in Table 1. The submittals will be in PDF format. CAD drawings are available upon request.
5. In-place earthwork quantities will be shown on every profile sheet.
6. No changes will be made to side road existing grades. The pavement resurfacing for Evergreen Boulevard, 12th Street, and 13th Street will not change the existing road grades.
7. No raised intersection design or crosswalk analysis is anticipated, as discussed at the 5/12/22 scoping kickoff meeting with the City.
8. Intersections will be hot mixed asphalt pavement (no cement concrete). Design will consider specialized crosswalk materials (pavers, concrete, etc.). Pavement improvements will be mill and inlay with repairs at various locations as needed.
9. The curb ramp design will be performed to the maximum feasible for nine full intersections. Any new mid-block crossing or additional curb ramp design will be covered under contingency tasks as authorized by the City. It is assumed that 18 ADA ramps (nine intersection corners) will require detailed curb return grading, spot elevations, and station offsets to grade points to be provided on the plans. A lower level of effort for ADA ramp design and drafting has been assumed for the remaining ADA ramps. For the remaining ramps, the level of detail to be provided is equal to the City's "2022 East Curb Ramp" project (no spot elevations listed on the plan, no station offset points listed on the plan, only ramp slopes and lengths provided). See exhibit 1 in the appendix for an example of the lower level ADA design detail.
10. On July 11, 2022, MacKay Sposito met with City Senior Engineer Chris Sneider to discuss the level of detail desired for ADA ramp design. We discussed that the lower level of design detail mentioned in note 9 above has worked for the City; however, it requires that an experienced inspector work with the contractor to confirm and assist in the setting of the ADA ramp layout and confirm grades during construction. This level of design also assumes the low-bid contractor will be reasonably experienced and will work with the City inspector during construction.
11. Typical sidewalk scoring patterns and details with minimum and maximum adjustable dimensions are included. The plan does not include keynotes or horizontal control data for sidewalk scoring.
12. The proposed finished grade at the business doors will be evaluated for ADA compliance at 60% design. Detailed grading and drainage solutions for up to 40 business doors are included where a typical grading adjustment doesn't apply at the 90% design level.
13. Transit design, including bus stop locations, is not anticipated. As indicated on the Main Street District Handbook, pages A-3 and D-4, bus transit is prohibited on Main Street between Fifth and 15th streets to preserve on-street parking in front of businesses. Bus stop design will be covered under contingency tasks if needed as authorized by the City.
14. Water and sewer will be designed per City's direction on pipe size, type, and typical locations.
15. The existing utility information, as well as information for infrastructure to be decommissioned, will be included in the civil plans.
16. Traffic-control plans will include signage and detours for pedestrian, bicycle and vehicular movements during construction.

17. Construction sequencing and phasing will be included in the final design including Order of Work, Allowed Road Closure Phasing, Typical Traffic Control Scenarios, and Temporary Traffic Control Guidelines/Requirements including “Businesses Open During Construction” sign recommendations.
18. The Traffic Control Plan scope is based on two blocks closure and detouring at each stage of construction.
19. ROW plan will include the preliminary right of way plans, easements, temporary construction permits, and exhibits for project impacts on the surrounding businesses. The City will provide services for legal descriptions, property appraisals, negotiations, and acquisitions. Major design changes as the result of negotiation with the property owners are not included.
20. Coordination plan will indicate the location and type of impacts to the private properties similar to the 2009 coordination plan format. The coordination plan will include a table summarizing the impacts needed to be addressed by the consultant, city staff, contractor, or others before or during construction.
21. Project Special Provisions will be based on the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as well as incorporating the City of Vancouver Amendments to the WSDOT Standard Specifications for Water, Sewer, and Surface Water Construction. The City will provide a sample specification for all special provisions.
22. Estimates of the Probable Construction Cost will be prepared at the 30%, 60%, 90% and 100% design stages. The cost analysis will be based on unit prices from recent similar projects and includes up to 200 bid items (this assumption is based on the 2009 cost estimate, which had 170 bid items).
23. Stormwater calculation and design approach are based on the following assumptions: Water quality treatment will be achieved by using catch basin cartridge filters or one large multiple cartridge filter vault at the downstream end of the Main Street system. Oil control may be required for the intersections with a measured average daily traffic (ADT) count of 25,000 vehicles or more on the main roadway and 15,000 vehicles or more on any intersecting roadway (Vol. V Ch. 2). The existing conveyance system is not experiencing capacity issues [Mike Swanson, COV, June 2022]; therefore, as the project is not adding impervious surface area, the existing system will be used for conveyance. It is assumed that detention is not required since runoff directly discharges to the Columbia River. Soil testing for infiltration rates may be needed in the future.
24. For environmental permitting, the surface water discharge disciplinary report is not needed, and the ESA will remain “No Effect” for the NEPA determination. This assumption is based on the project surface water being fully infiltrated on-site and no net increase in pollution generating impervious surface (PGIS).
25. Service sizing for upgrading existing or designing new fire service building connections will be provided by the City.
26. 90% Design - Minor revisions to design documents to incorporate permit and owner comments. Substantial deviation from the design documented in the 60% design phase may require additional services to accommodate.
27. The City will complete dye testing in-house or will contract separately with a contractor for this work. MacKay Sposito will provide coordination with City staff or the City’s contractor to complete the work.

9.0 PRIVATE UTILITY COORDINATION

Provide coordination with private utilities including Clark Public Utilities, NW Natural Gas, Comcast, CenturyLink, and up to three additional communications (cable, phone, fiber) providers.

9.1 REVIEW EXISTING PRIVATE UTILITY DOCUMENTATION AND SITE CONDITIONS

- Review previously completed 95% design utility coordination documents provided by the City (summaries, reports, relocation plans, and designs.)
- Coordinate with private utilities to request field locate marks and all available utility records within the project limits.

- Serve as a single point of contact through the design phase of the project for utilities in addressing their need for project information and design requests, including the distribution of design plans and electronic design files in CAD and Civil 3D.
- Complete an onsite review of private utilities while referencing the City provided topographic/existing conditions survey and utility provided as-builts/records.
- Private Utility Coordination
 - Contact private utilities to provide a general overview of the project scope, limits, and anticipated schedule.
 - Work with private utilities to identify requirements related to their relocation and/or modification.
 - Develop and maintain a private utility coordination tracker to document:
 - Contact information for each utility
 - Correspondence, including phone and email conversations
 - Anticipated relocation schedule and associated risks
 - Send design plans and the project schedule to each utility at the completion of 60%, 90% and 100% design milestones.
 - Coordinate with private utilities to schedule up to three in-person group meetings at MacKay Sposito's office to include all utilities. Prepare agendas and minutes for each meeting.
- Utility Conflict Reports
 - Prepare a Utility Conflict Report and plan exhibits for each utility based on the 60% design plans.
 - Update the Utility Conflict Report and plan exhibits for design changes from the 60% to 90% design.
 - Send utility conflict letters at 60% and 90% design to affected utility companies describing conflicts and communicating the required schedule for conflict resolution design and construction work

TASK 9 DELIVERABLES:

- *Coordination tracker*
- *Conflict reports and exhibits*
- *Meeting agendas and minutes*
- *30% submittal – existing utilities identified and marked up on survey base mapping*
- *Utility report based on 30% plans within 20 days of 30% submittal*
- *Preliminary utility conflict analysis based on 60% plans within 20 days of 60% submittal*
- *Preliminary utility conflict analysis based on 90% plans within 20 days of 90% submittal*
- *Conflict notice letters/emails and attachments for each utility*
- *100% utility conflict analysis based on final plans within 15 days of 100% submittal*
- *Review and comments on utility relocation plans.*

TASK 9 PRIVATE UTILITY COORDINATION ASSUMPTIONS:

1. All private utility relocation designs will be completed by others (assumed to be completed by private utilities). MacKay Sposito's design plans will include approximate locations of new trenching and private utility structures as required for undergrounding of overhead utilities crossing Main Street.
2. Utility companies will provide their proposed design in AutoCAD as well as PDF plan sheets.

3. The City will coordinate with private utilities regarding relocation costs and agreements.
4. Private utility undergrounding and relocation construction work will take place concurrently with the City's Main Street construction contractor's work.
5. No new additional major utility conflicts will occur between 90% and 100% design.

10.0 PUBLIC OUTREACH

Point North Consulting will lead public outreach for the consultant team with support from MacKay Sposito and First Forty Feet. The primary goal for public outreach is to inform, listen, and set expectations with the local businesses and the community regarding the proposed improvements, likely impacts, and proposed mitigation. Key objectives are outlined in Point North's scope of work and include:

- Build positive awareness of project details and anticipated timeline
- Bring key stakeholders and the community along so that they feel heard and part of the project development process
- Uncover areas of concern, potential challenges, and develop mitigation solutions
- Leverage storytelling and partner channels to generate broad amplification of project ambassadors
- Nurture project (brand) affinity and reassurance among key stakeholders and project ambassadors
- Strengthen feedback loop relationships with key stakeholders and the broader community

MacKay Sposito's scope is outlined below. Please refer to Schedule E for Point North and Schedule C for First Forty Feet's scopes of work.

10.1 PUBLIC OUTREACH SUPPORT (MACKAY SPOSITO)

- Project Meetings
 - Bi-weekly meetings with the public outreach team and City. This includes summary meetings following each open house.
 - Attend planning and coordination meetings with the consultant public outreach team.
 - Attend project partner and stakeholder meetings.
 - Attend Community Advisory Committee meetings.
 - Attend "office hours"/coffee corners" events.
- Discovery and Refinement
 - Assist with developing the Project Information and Media Tool Kit.
- Outreach and Engagement
 - Assist with developing the project advisory group and block captain's role, responsibilities, and meeting cadence. Recruiting will be provided by others.
 - Assist with project rebranding including reviewing materials and providing feedback.
 - Door to Door - Attend a results summary meeting with the project team. Identify and in conjunction with City's small business coordinator complete door to door outreach with key property/business owners that require technical follow up from the design team.
 - Assist with developing a promotional video.
 - Provide graphics support for developing a City-lead and hosted project website and provide periodic information updates.
 - Assist with preparing for two virtual and one in-person open houses and associated mailers.
 - Assist with preparing a slide show and delivering up to two council updates.

- Review and provide feedback on monthly block captain feedback reports.
- Assist with preparing, reviewing, and presenting the final community engagement report.
- Business Retention Strategy
 - Participate in up to two meetings to review and discuss the City provided business retention strategy, including implementation strategies.

Deliverables:

- *Review comments for Point North deliverables*
- *Graphic support as outlined above for open houses, project website, mailers, council updates, etc.*
- *See Point North scope of work for additional public outreach deliverables*

TASK 10 PUBLIC OUTREACH ASSUMPTIONS:

1. Bi-weekly meetings with the City and bi-weekly meetings with the consultant team are included in the project management task.
2. Attend up to five in-person project partner and stakeholder meetings
3. Attend up to four Community Advisory Committee Meetings
4. Project Information and Media Tool Kit: up to 10 hours of graphic design/development
5. Rebranding: attend up to two meetings with the project team
6. Door-to-Door: up to 12 hours each for the project manager and deputy project manager for door to door follow up with the City's small business coordinator
7. Promotional video: up to 10 hours
8. Project website: up to 20 hours of graphic and information support
9. Open houses: up to 30 hours of graphics support from the design team
10. Council updates: up to 15 hours for preparing slides/content and presenting to council
11. "Office hour/coffee corner" events: up to five one-hour events

11.0 STRUCTURAL ENGINEERING (KRAMER GEHLEN)

Please refer to Schedule F for structural engineering scope of work.

12.0 CULTURAL INVESTIGATION (AINW)

Please refer to Schedule G for cultural resources scope of work.

13.0 CITY DELIVERABLES TO THE CONSULTANT**13.1 SAMPLE PROJECTS**

- The City will provide copies of sample City Projects, environmental documentation, and design guidelines. The City also will provide electronic files of title blocks, ortho and aerial drawings and standard details for streets, traffic signals, street lighting and other available details.

13.2 PROJECT COORDINATION

- The City will assist the consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet

and discuss the project with the consultant as needed. The City will provide written comments pertaining to the design submittals.

13.3 SURVEY WORK AND PRELIMINARY PLANS

- The City has provided survey data, collected in 2022, to the consultant in AutoCAD format.

13.4 RIGHT-OF-WAY

- The consultant will prepare right of way plans and exhibits (if needed).
- The City will prepare legal descriptions (if needed).
- The City will acquire all right of way and easements necessary for the construction of the project.

13.5 RIGHT OF ENTRY PERMITS

- The City will obtain the right of access to private properties for all project developments. The consultant shall coordinate access.

13.6 UTILITY LIST

- The City will provide the consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

13.7 WATER AND SEWER DESIGN

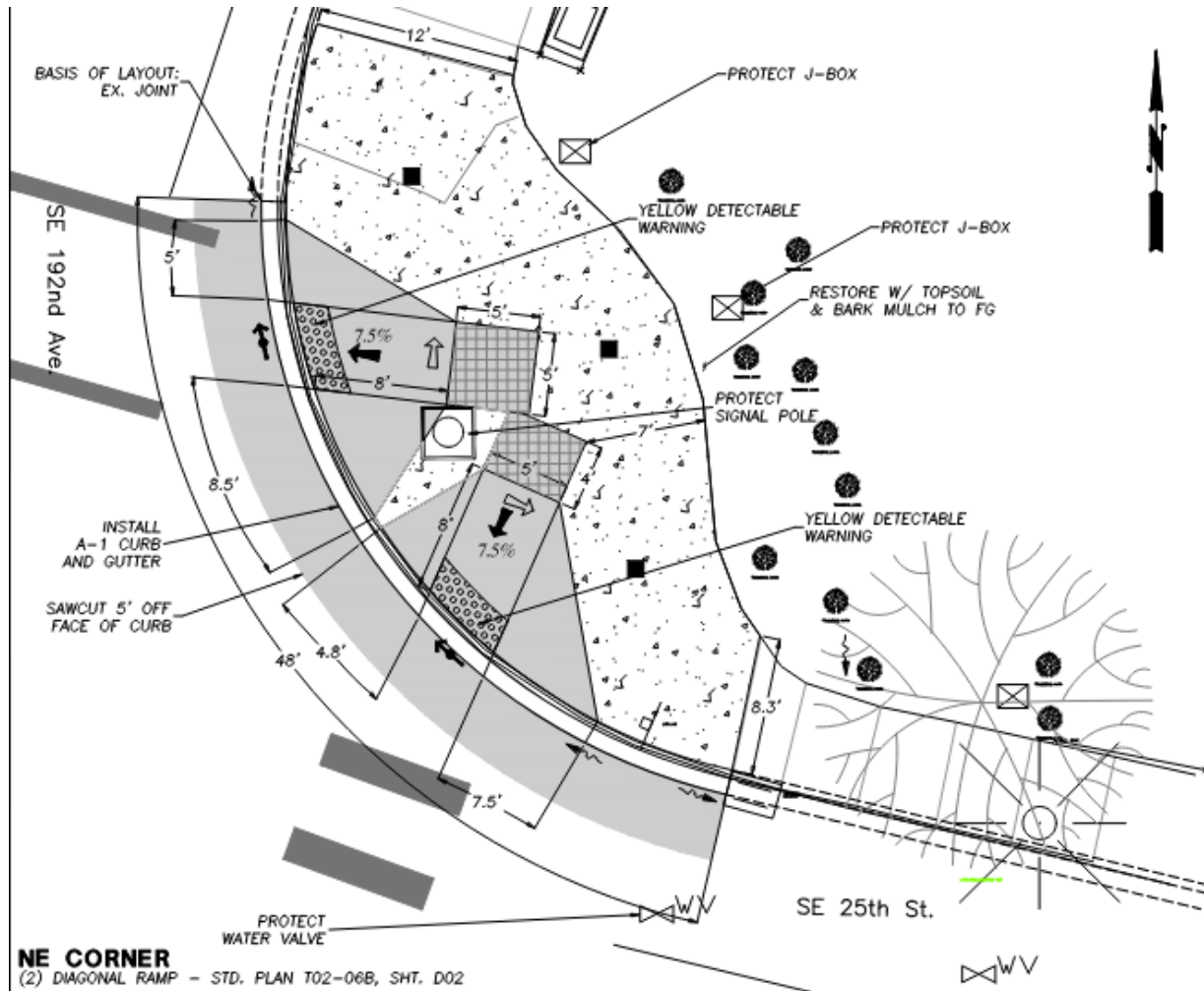
- The City will provide the type and size of material to be included in the plans. The consultant will design a water and sewer system for the project and develop the needed plan sheets to be included in plans. The consultant shall coordinate the inclusion of final plans, specifications and estimates for water and sewer in the overall project document.

13.8 STREET LIGHT AND TRAFFIC SIGNAL REQUIREMENTS

- The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City also will provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

SECTION 13 DELIVERABLES

- *Sample projects*
- *Project coordination*
- *Survey work and preliminary plans*
- *Right-of-way plans and exhibits (if needed)*
- *Right of Entry Permits (if needed)*
- *Utility list*
- *Main sizing requirements for potable water and sanitary sewer design.*
- *Street light and traffic signal requirements*

Exhibit 1 - ADA Ramp Design Detail Example

Project Name: Project Manager: MSJ Job No.: Client Job No.: Date:				Main Street Streetscape – 5th to 15th St Jason Irving 21-484 7/14/22				MacKay Sposito, Inc.																		SUBCONSULTANTS										Total Budget Amount	
								ESTIMATED HOURS AND EXPENSES																													
								Design Lead	Landscape Manager	Principal	Project Manager Landscape	Environmental Manager II	Project Engineer	GIS Mapping Specialist II	Natural Resource Specialist IV	Landscape Designer II	Landscape Architect II	Creative Designer	Design Technician III	Engineering Manager	Engineer III	Public Outreach Strategic Advisor	Project Accountant	Expenses	Total	NV5	DKS Associates	First Forty Feet	Luma	PointNorth Consulting, Inc.	Kramer Gehlen	Archaeological Investigations Northwest, Inc.	Total Subconsultants				
1.0 - Project Management				1.1 - Project Administration	20.00	35.00	20.00										40.00	\$19,903.90											\$19,903.90								
				1.2 - Project Scheduling	9.00	16.00	20.00	4.00										\$10,015.76											\$10,015.76								
				1.3 - Project Team Meetings	130.00	150.00	185.00	50.00	20.00	55.00								\$116,106.60											\$116,106.60								
				1.4 - Subconsultant Coordination	110.00	130.00	100.00	20.00	20.00	30.00								\$80,338.50											\$80,338.50								
				1.0 - Project Management Subtotal														\$226,364.76											\$226,364.76								
2.0 - Quality Assurance and Quality Control				2.1 - Engineering Deliverables QA-QC				2.1.1 - 30% QA-QC					4.00	6.00				\$4,189.95											\$4,189.95								
								2.1.2 - 60% QA/QC					4.00	16.00				\$10,378.23											\$10,378.23								
								2.1.3 - 90% QA/QC					8.00	32.00				\$15,080.22											\$15,080.22								
								2.1.4 - 100% QA/QC					8.00	32.00				\$15,080.22											\$15,080.22								
				2.2 - Environmental QA/QC (NV5/AINW)						20.00								\$3,742.40											\$3,742.40								
				2.3 - Reports/Storm Report/Geotechnical	10.00				13.00		1.00			8.00				\$6,647.83											\$6,647.83								
				2.4 - Landscape Architecture/Urban Design Deliverables QA-QC		24.00			60.00									\$12,717.60											\$12,717.60								
				2.5 - Subconsultant Deliverable Review				2.2.1 - 60% Deliverables	10.00				4.00	8.00				\$4,052.27											\$4,052.27								
								2.2.2 - 90% Deliverables	10.00				8.00	8.00				\$4,718.46											\$4,718.46								
								2.2.3 - 100% Deliverables	10.00				4.00	6.00				\$3,902.56											\$3,902.56								
				2.0 - Quality Assurance and Quality Control Subtotal														\$80,609.74											\$80,609.74								
SUB3 - Geotechnical/Hazardous Materials - NV5				SUB3 - Geotechnical/Hazardous Materials - NV5															\$64,881.24										\$64,881.24								
				SUB3 - Geotechnical/Hazardous Materials - NV5 Subtotal															\$64,881.24										\$64,881.24								
4.0 - Environmental Evaluation, Permitting, and Cultural Resources				4.0 - Environmental Evaluation, Permitting, and Cultural Resources	16.00					157.00		16.00	143.00					\$410.00	\$57,503.82										\$57,503.82								
				4.0 - Environmental Evaluation, Permitting, and Cultural Resources Subtotal															\$57,503.82										\$57,503.82								
SUB5 - Traffic Engineering and Street Lighting Design - DKS				SUB5 - Traffic Engineering and Street Lighting Design - DKS																\$194,117.00									\$194,117.00								
				SUB5 - Traffic Engineering and Street Lighting Design - DKS Subtotal																\$194,117.00									\$194,117.00								
SUB6 - Urban Design and Placemaking Plans and Details - First Forty Feet				SUB6 - Urban Design and Placemaking Plans and Details - First Forty Feet																\$147,557.00									\$147,557.00								
				SUB6 - Urban Design and Placemaking Plans and Details - First Forty Feet Subtotal																\$147,557.00									\$147,557.00								
SUB6.1 - Urban Design - Decorative Lighting - Luma				SUB6.1 - Urban Design - Decorative Lighting - Luma																	\$147,557.00								\$147,557.00								
				SUB6.1 - Urban Design - Decorative Lighting - Luma Subtotal																	\$101,765.00								\$101,765.00								
7.0 - Landscape and Irrigation Design				7.1 - Design Coordination with City and Subs		32.00			64.00				20.00	20.00				\$19,300.48											\$19,300.48								
				7.2 - Tree Removal Permitting Process		8.00			24.00				20.00	72.00	16.00				\$17,609.36										\$17,609.36								
				7.3 - 30% Design		16.00			50.00				48.00	156.00					\$34,410.96										\$34,410.96								
				7.4 - 60% Design		20.00			54.00				96.00	248.00					\$52,137.36										\$52,137.36								
				7.5 - 90% Design		15.00			54.00				48.00	208.00					\$41,395.06										\$41,395.06								
				7.6 - 100% Design		10.00			28.00				20.00	44.00					\$13,266.20										\$13,266.20								
				7.0 - Landscape and Irrigation Design Subtotal															\$178,119.42										\$178,119.42								
8.0 - Civil Engineering				8.1 - Previous Engineering Designs/Documents Review and Evaluation	44.00		6.00			66.00						8.00	2.00	58.00	\$150.00	\$39,455.90									\$39,455.90								
				8.2 - Design Coordination with City and Subconsultants		116.00		24.00		88.00					8.00		24.00	\$60.00	\$45,112.98										\$45,112.98								
				8.3 - 30% Design		28.00		1.00		124.00					104.00		198.00		\$59,679.11										\$59,679.11								
				8.4 - 60% Design		167.00		21.00		435.00					395.00	19.00	636.00		\$227,044.35										\$227,044.35								
				8.5 - 90% Design		322.00		45.00		810.00					810.00	60.00	480.00		\$324,092.69										\$324,092.69								
				8.5 - 100% Design		251.00		46.00		540.00					359.00	48.00	427.00		\$242,884.16										\$242,884.16								
				8.3 - Hydraulic and Hydrology Calculation and Report		16.00		2.00		80.00					16.00	6.00	16.00		\$21,216.48										\$21,216.48								
				8.4 - Sanitary & Water Design		160.00		24.00		275.00					196.00	51.00	195.00		\$133,672.82										\$133,672.82								
				8.0 - Civil Engineering Subtotal															\$1,082,158.47										\$1,082,158.47								
9.0 - Private Utility Coordination					70.00	16.00	30.00			115.00									\$55,262.95										\$55,262.95								
				9.0 - Private Utility Coordination Subtotal																\$55,262.95									\$55,262.95								
10.0 - Public Outreach - MacKay Sposito					30.00	100.00	100.00			30.00				60.00					\$66,541.70										\$66,541.70								
				10.0 - Public Outreach - MacKay Sposito Subtotal																\$66,541.70									\$66,541.70								
SUB10 - Public Outreach - Point North																											\$138,828.80		\$138,828.80								
				SUB10 - Public Outreach - Point North Subtotal																							\$138,828.80		\$138,828.80								
SUB11 - Structural Engineering - Kramer Gehlen																											\$51,025.00		\$51,025.00								
				SUB11 - Structural Engineering - Kramer Gehlen Subtotal																							\$51,025.00		\$51,025.00								
SUB12 - Cultural Investigation - AINW																											\$67,908.29		\$67,908.29								
				SUB12 - Cultural Investigation - AINW Subtotal																							\$67,908.29		\$67,908.29								
				TOTAL HOURS				1,529.00	572.00	750.00	408.00	218.00	2,448.00	16.00	143.00	252.00	748.00	76.00	1,936.00	302.00	2,187.00	35.00	40.00														
				RATE				184.12	193.10	236.51	134.72	187.12	163.15	129.21	126.10	87.30	127.66	105.86	107.42	193.11	116.76	194.60	118.32														
				TOTAL DOLLARS				\$281,519.48	\$110,453.20	\$177,382.50	\$54,965.76	\$40,792.16	\$399,391.20	\$2,067.36	\$18,032.30	\$24,519.60	\$95,489.68	\$8,045.36	\$207,965.12	\$58,319.22	\$255,354.12	\$6,811.00	\$4,732.80	\$620.00	\$1,746,460.86	\$64,881.24	\$194,117.00	\$147,557.00	\$101,765.00	\$138,828.80	\$51,025.00	\$0.00	\$788,082.33	\$2,512,543.19			

City of Vancouver - Main Street Streetscape - 5th - 15th St
Actuals Not To Exceed Table (ANTE)

MacKay Sposito, Inc 1325 SE Tech Center Drive, Ste. 140 Vancouver, WA 98683				
Job Classifications (Empty Types)	Direct	Overhead	Fixed Fee	All Inclusive
	Labor Rate NTE*	NTE* 178.21%	NTE 12.00%	Hourly Billing Rate NTE
Accounting Manager	49.04	\$87.39	\$16.37	\$152.80
Administrative Assistant	27.50	\$49.01	\$9.18	\$85.69
Administrative Coordinator	34.00	\$60.59	\$11.35	\$105.94
Administrative Manager	51.92	\$92.53	\$17.33	\$161.79
Public Outreach Coordinator	28.00	\$49.90	\$9.35	\$87.25
Public Outreach Strategic Advisor	62.50	\$111.38	\$20.87	\$194.75
Construction Inspector I	43.00	\$76.63	\$14.36	\$133.99
Construction Inspector II	44.00	\$78.41	\$14.69	\$137.10
Construction Inspector III	45.00	\$80.19	\$15.02	\$140.22
Construction Inspector IV	47.00	\$83.76	\$15.69	\$146.45
Construction Manager	53.85	\$95.97	\$17.98	\$167.79
Creative Designer	34.00	\$60.59	\$11.35	\$105.94
Design Technician I	29.50	\$52.57	\$9.85	\$91.92
Design Technician II	32.50	\$57.92	\$10.85	\$101.27
Design Technician III	34.50	\$61.48	\$11.52	\$107.50
Design Technician IV	35.00	\$62.37	\$11.68	\$109.06
Engineer I	33.00	\$58.81	\$11.02	\$102.83
Engineer II	35.00	\$62.37	\$11.68	\$109.06
Engineer III	37.50	\$66.83	\$12.52	\$116.85
Engineer IV	40.50	\$72.18	\$13.52	\$126.20
Engineering Manager	62.02	\$110.53	\$20.71	\$193.25
Environmental Manager II	60.10	\$107.10	\$20.06	\$187.26
Environmental Specialist I	34.00	\$60.59	\$11.35	\$105.94
Field Engineer	37.00	\$65.94	\$12.35	\$115.29
GIS Mapping Specialist II	41.50	\$73.96	\$13.85	\$129.31
IT Technician/Support	20.00	\$35.64	\$6.68	\$62.32
Land Surveyor I	40.00	\$71.28	\$13.35	\$124.64
Land Surveyor IV	47.00	\$83.76	\$15.69	\$146.45
Landscape Architect II	41.00	\$73.07	\$13.69	\$127.75
Landscape Designer I	30.00	\$53.46	\$10.02	\$93.48
Landscape Designer II	31.25	\$55.69	\$10.43	\$97.37
Landscape Manager	62.02	\$110.52	\$20.71	\$193.25
Natural Resource Specialist IV	40.50	\$72.18	\$13.52	\$126.20
Planner	38.00	\$67.72	\$12.69	\$118.41
Planning Director	62.41	\$111.22	\$20.83	\$194.46
Planning Technician	26.50	\$47.23	\$8.85	\$82.57
Principal	75.96	\$135.37	\$25.36	\$236.69
Project Accountant	38.00	\$67.72	\$12.69	\$118.41
Project Controls Manager	35.58	\$63.40	\$11.88	\$110.86
Project Coordinator	29.50	\$52.57	\$9.85	\$91.92
Project Engineer	52.40	\$93.38	\$17.49	\$163.28
Project Manager	55.29	\$98.53	\$18.46	\$172.28
Project Manager - Design	59.13	\$105.38	\$19.74	\$184.26
Project Manager - Landscape	43.27	\$77.11	\$14.45	\$134.83
Project Manager - Survey	50.48	\$89.96	\$16.85	\$157.30
QAR	53.00	\$94.45	\$17.69	\$165.15
Quality Manager	60.09	\$107.09	\$20.06	\$187.24
Senior Civil Inspector	39.00	\$69.50	\$13.02	\$121.52
Senior Construction Inspector	43.00	\$76.63	\$14.36	\$133.99
Senior Construction Manager	60.00	\$106.93	\$20.03	\$186.96
Senior Landscape Designer	42.00	\$74.85	\$14.02	\$130.87
Senior Planner	40.00	\$71.28	\$13.35	\$124.64
Senior Principal	115.38	\$205.63	\$38.52	\$359.53
Senior Survey Party Chief	56.00	\$99.80	\$18.70	\$174.49
Senior-Resident Engineer	52.40	\$93.39	\$17.50	\$163.29
Software Engineer	46.15	\$82.24	\$15.41	\$143.80
Stormwater Analyst	38.00	\$67.72	\$12.69	\$118.41
Survey Instrument Person	29.00	\$51.68	\$9.68	\$90.36
Survey Manager	59.62	\$106.24	\$19.90	\$185.76
Survey Party Chief	33.00	\$58.81	\$11.02	\$102.83
Survey Technician III	31.50	\$56.14	\$10.52	\$98.15
Survey Technician IV	39.00	\$69.50	\$13.02	\$121.52

6/23/2022

SCHEDULE A

GEOTECHNICAL INVESTIGATIONS AND HAZARDOUS MATERIALS

NV5

GEOTECHNICAL ENGINEERING

BACKGROUND

Based experience in the area and review of water well logs the subsurface conditions along the alignment are expected to consist of historic fill underlain sand and gravel with varying proportions of silt. Static groundwater is expected to be more than 50 feet BGS at the site.

Geotechnical explorations are required along the alignment to provide design and construction recommendations for the project. The critical elements include recommendations for shoring;; signal pole foundations; and excavatability.

We propose to complete one drilled boring to a depth of up to 15 feet BGS on each block of the alignment to provide design and construction recommendations for the project. Borings will be completed approximately 5 feet below the deepest planned utilities (approximately 10 feet).

SCOPE

Field Work Coordination

NV5 will perform the following tasks prior to explorations.

- Prepare an exploration plan for the project. The plan will show the proposed drilling locations, anticipated termination depths, and other pertinent information. The exploration plan shall be submitted to the City for review and approval prior to commencement of drilling operations.
- Prepare traffic control plans (TCP) for the drilling locations and submit right-of-way permits to the City for approval. We have assumed right-of-way fees will be waived by the City. Vehicular flaggers and signing will be required. We have assumed right-of-way permit fees will be waived by the City of Vancouver.

Field Exploration

- Complete the following drilled borings at the site:
 - Ten drilled borings to depths up to 15 feet BGS.
- Obtain soil samples at 2.5- and 5-foot intervals at each exploration.
- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.

Laboratory Testing

- NV5 will perform all necessary laboratory tests to provide earthwork recommendations, pavement and retaining wall designs, and signal pole foundation design. Our specific scope will include:
- Up to 30 moisture content tests.
- Up to 25 percent fines (material passing the No. 200 sieve).

Geotechnical Report Preparation

- NV5 will prepare a draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations and comments including the following:
 - Design and construction criteria, including fill materials (dry and wet weather), compaction criteria
 - Slope stability for temporary and permanent cut slopes
 - Temporary shoring design recommendations
 - Geotechnical design criteria for signal and light poles
 - We understand pavement sections will be in conformance with City Standards and pavement design will not be required.
- NV5 will incorporate review comments from the design and ownership teams into the final Geotechnical Report and provide it prior to 90% design level.

Geotechnical Deliverables

- Draft exploration plan
- Final exploration plan
- Draft geotechnical report
- Final geotechnical report prior to 90% design level

HAZARDOUS MATERIALS

Hazardous Materials Discipline Report (per WSDOT NEPA requirements)

The consultant will conduct an assessment to identify the presence or possible of hazardous materials and/or contaminant releases within or adjacent to the project that may be encountered during construction. The assessment will build upon previous assessments of the alignment, including a 2006 Level 1 Environmental Site Assessment and follow up investigations regarding potential underground storage tanks (USTs). The findings of this assessment will be summarized in a comprehensive standard Hazardous Materials Discipline Report. The purpose of the hazardous materials discipline report is to document previous hazardous materials studies and serve as input to the National Environmental Policy Act (NEPA) process. The study will include an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures, and/or the necessity of initiating early coordination with relevant regulatory agencies. The study will identify sites that may (1) affect the environment, (2) create significant construction impacts, and/or (3) incur cleanup liability to the City. The study will also provide information to evaluate whether additional hazardous material investigations are necessary to support future estimates of site cleanup and construction costs and to assess the City's liability associated with the project. Sites that require a degree of consideration during project development include (1) locations within the proposed right-of-way (ROW) where contaminants in soil or groundwater

could affect design or the cost of construction, including adjacent or hydraulically upgradient properties with a potential to affect construction activity, and (2) properties currently considered for acquisition.

The consultant will refer to the WSDOT *Environmental Manual*, dated August 2021, and will complete the study in accordance with the *Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports*.

Deliverables:

- Draft Hazardous Materials Discipline Report
- Final Hazardous Materials Discipline Report

Pre-Construction Investigation

Previous studies indicated the presence of two decommissioned USTs and seven potential fill ports that may be associated with USTs within the proposed ROW. Consultant will conduct a geophysical survey in the areas of previously identified USTs and potential UST fill ports to attempt to locate and mark USTs in these areas. The geophysical survey will include magnetometer and ground penetrating radar surveys.

Deliverables:

- Draft Pre-Construction Exploration Report
- Final Pre-Construction Exploration Report

Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting

Consultant will prepare an Inadvertent Discovery Plan that outlines appropriate steps in the event that unknown USTs are encountered during construction to minimize potential construction delays from the inadvertent discovery. The Inadvertent Discovery Plan will include a description of initial procedures to be followed by the contractor upon discovery as well as appropriate UST removal procedures and associated permitting to be followed by the licensed UST service provider subcontractor.

Deliverables:

- Draft Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting Plan
- Final Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting Plan

Subsurface Investigation (Contingency Task)

If the results of the Hazardous Materials Discipline Report indicate the presence or likely presence of a release of hazardous materials or petroleum products at a property, a subsurface investigation may be recommended. The purpose of a subsurface investigation is to obtain sound, scientifically valid data concerning actual property conditions related to a release of hazardous substances or petroleum products at the property, provide information relevant to taking reasonable steps to prevent or limit exposure to hazardous substances or petroleum products, and to provide information relevant to evaluating business environmental risks and/or human health or environmental risks. The subsurface investigation will be completed in general

accordance with ASTM Practice E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. The specific scope of the subsurface investigation will be based on the results of the Hazardous Materials Discipline Study Report.

Deliverables:

- Draft Subsurface Investigation Report
- Final Subsurface Investigation Report



Project Name: Project Manager: NV5 Job No.: Client Job No.: Date: 07/08/2022		Main Street Streetscape – 5th to 15th St Geotech - Nick Pavaglio, HazMat - Colby Hunt Vancouver-42-01																			
		Labor									Expenses										Total Budget Amount
		Principal	Senior Project Manager	Project Manager I	Technical Specialist I	Staff II	Senior CAD Tech	Senior Project Assistant/Tech. Editor	Support Staff	Total Labor	Field Equipment/Supplies	Geotechnical Laboratory	Traffic Control Subcontractor	Utility Locate Subcontractor	Drilling Subcontractor	Geophysical Survey Subcontractor	Regulatory Database Subcontractor	City of Vancouver Permitting	Total Expenses		
Geotechnical Investigation - NV5		12.00	36.00		40.00		10.00	9.00		\$12,509.63	\$423.45	\$2,600.00	\$8,500.00	\$1,300.00	\$15,000.00			\$1,500.00	\$29,323.45	\$41,833.08	
	Geotechnical Investigation									\$12,509.63										\$41,833.08	
Hazardous Materials - NV5	Comprehensive Hazardous Materials Discipline Report	6.00		12.00		64.00	8.00	6.00	2.00	\$8,628.86	\$61.00						\$1,200.00		\$1,261.00	\$9,889.86	
	Pre-Construction Investigation	2.00		8.00		24.00	6.00	2.00	1.00	\$3,805.89	\$61.00					\$5,800.00			\$5,861.00	\$9,666.89	
	Inadvertant Discovery Plan	4.00		6.00		24.00		2.00	1.00	\$3,491.41									\$0.00	\$3,491.41	
										\$0.00										\$0.00	
										\$0.00										\$0.00	
										\$0.00										\$0.00	
										\$0.00										\$0.00	
										\$0.00										\$0.00	
	HazMat Subtotal									\$15,926.16											\$23,048.16
TOTAL HOURS		24.00	36.00	26.00	40.00	112.00	24.00	19.00	4.00												
RATE		226.17	127.02	94.09	90.57	74.10	96.44	70.63	102.53												
TOTAL DOLLARS		\$5,428.08	\$4,572.72	\$2,446.34	\$3,622.80	\$8,299.20	\$2,314.56	\$1,341.97	\$410.12	\$28,435.79										\$64,881.24	

Actuals Not To Exceed Table (ANTE)

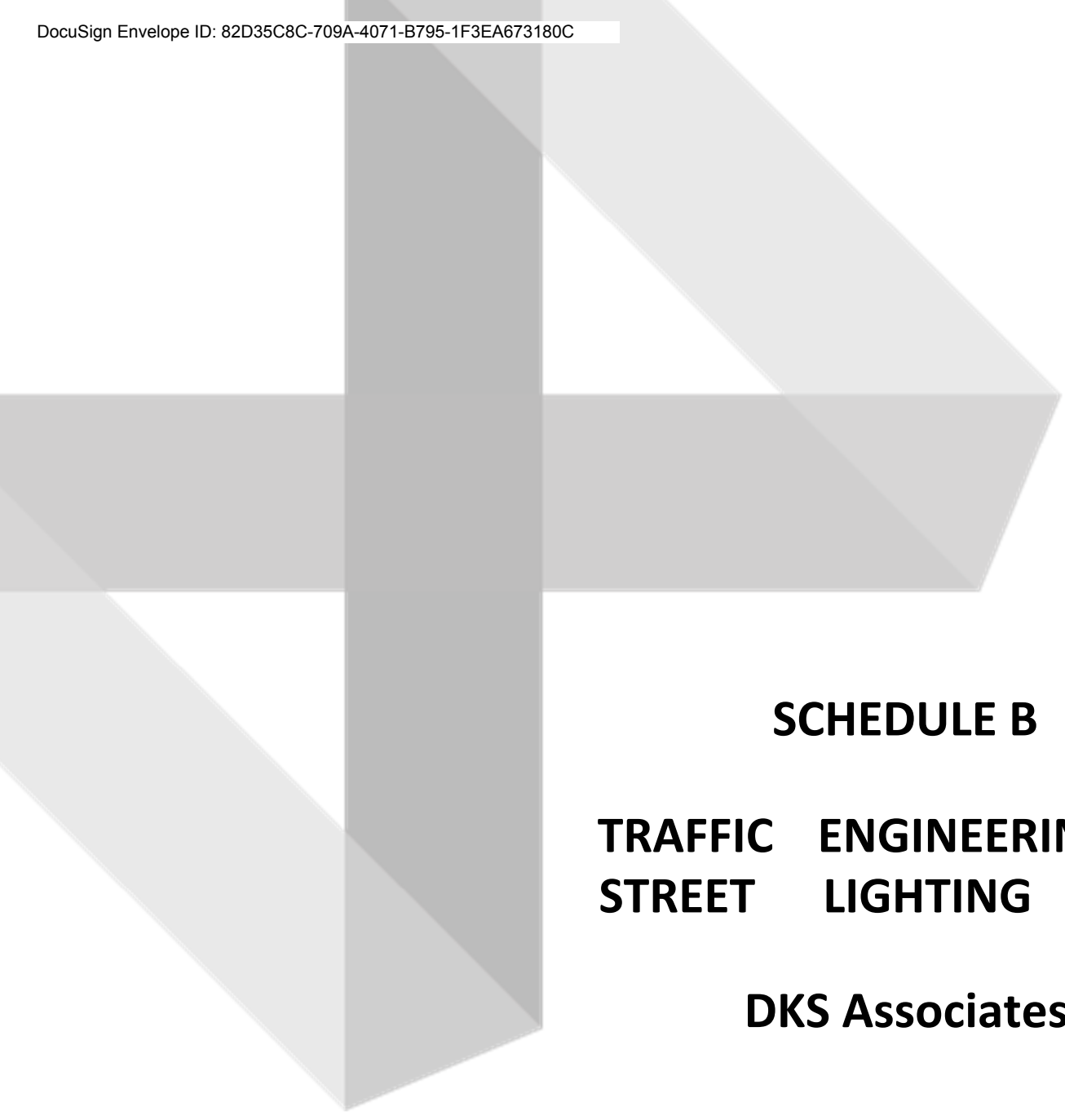
WSDOT Agreement: _____

NV5 Global, Inc.

200 South Park Road, Suite 350

Hollywood, FL 33201

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		134.64%	10.00%	
Principal	\$92.45	\$124.47	\$9.25	\$226.17
Senior Associate	\$58.17	\$78.32	\$5.82	\$142.31
Associate	\$55.29	\$74.44	\$5.53	\$135.26
Senior Project Manager	\$51.92	\$69.91	\$5.19	\$127.02
Project Manager II	\$47.12	\$63.44	\$4.71	\$115.27
Project Manager I	\$38.46	\$51.78	\$3.85	\$94.09
Senior Technical Specialist		\$0.00	\$0.00	\$0.00
Technical Specialist II		\$0.00	\$0.00	\$0.00
Technical Specialist I	\$37.02	\$49.84	\$3.70	\$90.57
Engineering/Geological Staff III	\$38.94	\$52.43	\$3.89	\$95.26
Engineering/Geological Staff II	\$30.29	\$40.78	\$3.03	\$74.10
Engineering/Geological Staff I	\$30.29	\$40.78	\$3.03	\$74.10
Senior CAD Technician	\$39.42	\$53.08	\$3.94	\$96.44
CAD	\$35.64	\$47.99	\$3.56	\$87.19
Senior Technician	\$39.42	\$53.08	\$3.94	\$96.44
Technician II	\$24.58	\$33.09	\$2.46	\$60.13
Technician I	\$24.00	\$32.31	\$2.40	\$58.71
Senior Project Assistant/Senior Technical Editor	\$28.87	\$38.87	\$2.89	\$70.63
Project Assistant/Technical Editor	\$31.06	\$41.82	\$3.11	\$75.99
Support Staff	\$41.91	\$56.43	\$4.19	\$102.53



SCHEDULE B

TRAFFIC ENGINEERING AND STREET LIGHTING DESIGN

DKS Associates



720 SW Washington St.
Suite 500
Portland, OR 97205
503.243.3500
www.dksassociates.com

SCOPE OF SERVICES

Task 1 – Project Coordination and Meetings

DKS Associates (DKS) will provide the following project coordination and attend the following meetings:

- One virtual two-hour project kickoff meeting
- One virtual one-hour coordination meeting with City of Vancouver and Clark Public Utilities
- Biweekly virtual project coordination meetings (up to 24 total meetings)
- Three virtual two-hour design review meetings after the 60%, 90%, and 100% submittals
- Monthly progress reports
- Maintain project file

Task 2 – Transportation Analysis

The transportation analysis will evaluate the weekday morning and evening peak hours. The analysis will include the following study intersections:

- Main Street and 6th Avenue
- Main Street and 8th Avenue
- Main Street and Evergreen Boulevard

Existing Conditions

Consultant shall summarize the existing transportation system and services in the study area. The summary shall include:

- Peak hour volumes of vehicles, freight, transit, bicyclists, or pedestrians at study intersections
- Average daily traffic volume on corridor
- Vehicle classifications and heavy vehicle percentage
- Bicycle, pedestrian, and transit usage and facilities
- Functional classification of facilities
- On-Street parking



DKS shall evaluate collision data for the last five available years on the study corridor and identify potential safety issues. DKS shall calculate the collision rate for the study intersections. Field observations will be used to determine additional areas of focus.

DKS shall collect turning movement counts at the study intersections (listed above) for weekday morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. The counts shall include vehicles, freight, transit, pedestrians, and cyclists. DKS shall conduct 48-hour (15-minute interval) vehicle classification and speed counts on the corridor at two locations.

DKS shall conduct a field review of the study intersections during the morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. DKS shall document posted speed limits, number of lanes, intersection geometries and control, traffic signal timing, existing pedestrian and bike facilities, and transit facilities. The field review will include observed vehicle operations (delays and queues), pedestrian and bicycle operations, bus operations, driveway spacing and interactions, safety issues and on-street parking.

The City shall provide traffic signal timing sheets for the signalized study intersections.

DKS shall create a Synchro model to represent existing conditions on the study corridor. DKS shall evaluate the study intersections and report vehicle level of service, delay, v/c ratio, and queuing at key locations. Any existing operational deficiencies will be documented.

DKS shall conduct an operational analysis using existing year volumes to evaluate the potential conversion of the existing all-way stop intersections of Main Street and 6th Street and Main Street and 8th Streets to full signal control. DKS will examine the pros and cons of the proposed alternatives and provide a recommendation as to whether to convert the intersections to full signal control. The analysis will report vehicle level of service, delay, v/c ratio, and queuing at study intersections compared to the existing conditions. Any operational deficiencies and potential improvements will be documented.

DKS shall prepare a Draft Transportation Analysis Report for City review. Based on comments received, DKS shall prepare a Final Transportation Analysis Report.

Deliverables

- Draft Transportation Analysis Report
- Final Transportation Analysis Report

Task 3 – Lighting Design

DKS will prepare plans, specifications, and cost estimate for the removal and installation of new roadway lighting along Main Street between 5th Street and 15th Street. DKS will use AGI software to determine appropriate light levels for the roadways and intersections per City of Vancouver standards and ANSI/IES RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. The light poles will be equipped with features such as banner arms, GFCI outlets, and drip irrigation for watering plants.



All other decorative lighting (festoon lighting, architectural lighting, etc.) will be designed by others. DKS will coordinate with the decorative lighting designer and prepare cost estimates to include in the 60%, 90%, and 100% submittals.

DKS will provide special provisions for the 90% and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- City will provide direction of luminaire pole and fixtures used in design.
- All decorative lighting and associated work, with the exception of cost estimates, will be performed by others.
- Luminaire poles will include irrigation for planters and GFI receptacles. City to provide direction on irrigation details.
- Lighting level summary will be shown on plan sheets. No separate lighting memo will be provided.
- DKS will perform up to two project site visits during design.
- Foundation design to be provided by others.

Deliverables

- Illumination plan – 5 sheets
- Illumination details – 4 sheets
- Special Provisions
- Engineer's cost estimate

Task 4 – Traffic Signal Design

DKS shall prepare plans, specifications, and cost estimate for the modification of existing traffic signals at Main Street and 6th Street, Main Street and 8th Street, Main Street and Evergreen Boulevard, and Main Street and 15th Street to accommodate streetscape improvements. All traffic signal plans and specifications will conform to Manual on Uniform Traffic Control Devices, City of Vancouver, and National Electric Code standards as applicable. DKS will identify utility conflicts that will need to be resolved prior to traffic signal construction.

DKS will provide special provisions for the 60, 90%, and 100% submittals using the current version of the City of Vancouver design standards.



Assumptions

- No temporary signal plans will be created.
- DKS will perform up to two project site visits during design.
- Base maps to be provided by MacKay Sposito.
- Foundation design to be provided by others.

The following design work is assumed at each signalized intersection:

- Main Street and 6th Street
 - Three new traffic signal poles, signal heads, detection, pedestrian pushbuttons, and traffic signal cabinet.
- Main Street and 8th Street
 - One new traffic signal pole, detection, pedestrian pushbuttons, and traffic signal cabinet.
- Main Street and Evergreen Boulevard
 - Detection and pedestrian pushbuttons.
- Main Street and 15th Street
 - New vehicle signal heads and traffic signal cabinet.

Deliverables

- Traffic signal legend – 1 sheet
- Traffic signal modification plan – 4 sheets
- Traffic signal detection plan – 3 sheets
- Traffic signal details – 2 sheets
- Special Provisions
- Engineer's cost estimate

Task 5 – Traffic Signal Interconnect Design

DKS will prepare traffic signal interconnect plans, specifications, and cost estimate for the intersections of Main Street and 6th Street, Main Street and 8th Street, and Main Street and 15th Street to tie existing fiber optic cable into new traffic signal cabinets.



DKS will also prepare traffic signal interconnect plans for potential future usage along Main Street between the 6th Street intersection and 15th Street. These plans will show new conduit and handholes, but no new fiber optic cable or details.

DKS will provide special provisions for the 90% and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- City of Vancouver to provide interconnect As-Builts.
- DKS will perform up to two project site visits during design

Deliverables

- Traffic signal interconnect plan – 5 sheets
- Fiber splice and termination details – 3 sheets
- Cabinet equipment and layout – 1 sheet
- Special Provisions
- Engineer's cost estimate

Task 6 – QA/QC and Design Review

DKS will provide design review and help identify project solutions related to signing, striping and traffic control plans as needed. DKS shall perform QA/QC review of the plans, specifications, and cost estimate for the signing, striping, and temporary traffic control at the 60%, 90%, and 100% submittals.

Assumptions

- All signing, striping, and traffic control plans will be designed and drafted by MacKay Sposito.

Deliverables

- QA/QC review of plans, specifications, and cost estimates at 60%, 90%, and 100% submittals.

Vancouver Main Street Design

Proposed budget by task - DKS Associates

6/17/2022

	PIC	PM	STE	TE	DE	CAD	Admin	DKS Labor	Expenses	Total
	\$267.40	\$198.04	\$214.19	\$156.34	\$130.83	\$88.98	\$126.71			
Task 1: Project Coordination and Meetings	1	43	13	13			10	\$14,867	\$0	\$14,867
Task 2: Transportation Analysis	1	8	8	32	40		4	\$14,308	\$2,100	\$16,408
Task 3: Lighting Design	4	44	14	60	110	60	4	\$42,399	\$100	\$42,499
Task 4: Traffic Signal Design	8	80	24	140	200	180	4	\$87,700	\$100	\$87,800
Task 5: Traffic Signal Interconnect Design	2	18	8	36	52	32	1	\$21,219	\$100	\$21,319
Task 6: QA/QC and Design Review	1	16	3	24	24		2	\$11,224	\$0	\$11,224
Total Non-Contingency	17	209	70	305	426	272	25	\$191,717	\$2,400	\$194,117

Legend:

PIC = Principal-in-Charge

PM = Project Manager

STE = Senior Transportation Engineer

TE = Transportation Engineer

DE= Design Engineer

CAD = Drafter

Admin = Project Administrator

Expenses48-hour classification at 2 locations (south and north of
Evergreen)

\$ 600

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y12366

DKS Associates

720 SW Washington St., Ste. 500

Portland, OR 97205

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		181.87%	30.00%	
ADMINISTRATIVE ASSISTANT 3	\$24.39	\$44.35	\$7.32	\$76.06
ADMINISTRATIVE ASSISTANT 4	\$38.14	\$69.36	\$11.44	\$118.94
ADMINISTRATIVE ASSISTANT 5	\$42.26	\$76.85	\$12.68	\$131.78
CAD TECHNICIAN 2	\$29.67	\$53.96	\$8.90	\$92.54
CAD TECHNICIAN 3	\$39.98	\$72.71	\$11.99	\$124.68
COMMUNICATIONS DESIGNER 2	\$43.60	\$79.29	\$13.08	\$135.97
COMMUNICATIONS DESIGNER 4	\$54.49	\$99.09	\$16.35	\$169.92
TRANSPORTATION ENGINEERING ASSISTANT	\$34.87	\$63.42	\$10.46	\$108.75
TRANSPORTATION ENGINEER/DESIGNER 2	\$37.18	\$67.62	\$11.15	\$115.95
TRANSPORTATION ENGINEER/DESIGNER 3	\$43.63	\$79.35	\$13.09	\$136.06
TRANSPORTATION ENGINEER/DESIGNER 4	\$52.14	\$94.82	\$15.64	\$162.59
TRANSPORTATION ENGINEER/DESIGNER 5	\$66.04	\$120.11	\$19.81	\$205.96
TRANSPORTATION ENGINEER/DESIGNER 6	\$68.68	\$124.91	\$20.60	\$214.19
SENIOR TRANSPORTATION ENGINEER	\$89.17	\$162.17	\$26.75	\$278.09

SCHEDULE C

URBAN DESIGN

FIRST FORTY FEET



Planning
Urban Design
Place Strategy

Project Scope of Work

The First Forty Feet (FFF) Team will work with the prime consultant to provide urban design, placemaking, and streetscape design services to assist in the preparation of the final streetscape design, construction drawings, and design specifications.

The following scope of work tasks describes how the FFF team will collaborate with the overall MacKay Sposito team, including PointNorth, Luna, VDA, and the City of Vancouver PMT, city staff, key stakeholders, community members, and regulatory agencies to prepare the final Main Street streetscape experience. FFF will **lead** the design of the placemaking elements while **supporting** the re-brand strategy and community engagement.

Project Scope of Work Tasks

Task 1: Project Orientation

The FFF Team will coordinate with the MacKay Sposito team and the City of Vancouver (COV) on the project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

FFF will provide scope of work administration, invoicing, and reporting for the Main Street Project to MacKay Sposito's project manager to include the following:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The CSR will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the client for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Project Management Meetings

The FFF team tasks includes attending Project Management Team (PMT) meetings necessary to gain insight, information, and successfully complete the project. The First Forty Feet project manager will coordinate with MacKay Sposito to determine appropriate City staff, City representatives, key stakeholders, and/or public agencies and representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the work scope throughout the concept design phase and design documentation phases. The PMT will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule.

Anticipated Project Meetings	
Bi-weekly PMT Meetings	12
Oopen House Events	03
FFF-led Design Workshops	03
Internal Project Design Meetings	20
Total:	38

Subtask 1.3: Design Management, Coordination, and Direction

FFF shall review technical work and other deliverable products developed within the design concept phase and design implementation phases, including the 30%, 50%, and 90% working drawings and urban design specifications.

Will Grimm (FFF) will be the project manager of the Main Street Project with Jason Graf (First Forty Feet) managing strategic planning approaches to concept design with James Brackenhoff (First Forty Feet) and Cindy Trivisonno (First Forty Feet) leading urban design and placemaking design and documentation.

FFF shall manage the 'living design calendar' for the internal design team to utilize and identify and track project specific tasks including design, community outreach, and strategy through concept design. This document will be updated through life of the project.

Subtask 1.4: Design Quality Assurance/Quality Control of Placemaking Elements

The FFF Team will provide QA/QC for conceptual design, technical analyses, and construction documentation, and urban design specifications. The First Forty Team's QA/QC will ensure appropriate, right-sized quality assurance and control measures are in place and executed at key strategies during planning and design efforts.

The QA/QC plan will be integrated throughout all processes and woven into our critical path delivery schedule; for example, how the use of streetscape elements, public spaces, public art, and multi-modal facilities throughout the project area will be vetted early in the design concept process.

Subtask 1.5: Project Management Team (PMT) Kick-off

FFF will attend the project kick-off meeting session

- Confirm expectations and outcomes of the streetscape design, public outreach, and project's critical path, including project tasks, deliverables, and critical milestones
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of public engagement

Deliverables:

- Provide prime consultant with draft meeting session notes.
- Draft Design Schedule + Bi-weekly Update (Calendar)
- Progress Reports on design status

Task 2: Urban Design + Design Engineering

Subtask 2.1: Site Investigation

FFF will review the existing standards, guidelines, current main street design and Main Street District Design Handbook to assess, evaluate, and provide design recommendations to advance the vision for Downtown's Main Street design.

- Review significant prior planning and reference documents performed in c2006-2009 to assist in the assessment and urban design recommendations of the Downtown Main Street Project.
- Review existing conceptual geometric layouts to be used as the basis for design of the Project. Our team shall use these conceptual designs to develop an alternative approach to geometric designs for City review and approve.
- Team to conduct up to four site walks to gain insight on existing conditions, existing business operations, existing character of the project area. Site walks and observations will provide critical information, including how the community is using the space and key observations of public life within the project area.
- Conduct the design assessment on the current Main Streetscape Design concept to better understand potential changes and alterations of the design, especially when considering climate action, stormwater, multi-modal facilities, change in culture, change in business profiles, and business operations.
- Develop high-level placemaking opportunities and constraints analysis to determine locations for public art, open-air installations, short-term programming, gateway opportunities, pedestrian connections, business expansion, and placemaking moments. The analysis will include highlighting barriers that prevent or impact placemaking opportunities.

Deliverables:

- Existing Design Concept Assessment and Evaluation
- Placemaking Opportunities and Constraints Analysis
- Progress Reports on design status

Subtask 2.2: Develop Preliminary Geometric Design Concept

- Assist in a Visioning and Goal Setting Session – Design Narrative:
 - FFF will lead a series of workshops to help the City refine their existing vision. The intent of these workshops is to clearly defined a set of design principles leading directly to design outcomes in achieving the Main Street vision.
- Develop Three Preliminary Streetscape Design Options and Preferred Option Geometric Concept.
 - Assess existing design and angled-to-parallel parking opportunities
 - Provide a design alternative to the existing angled parking locations, illustrating the look and feel of parallel parking.
 - Resolve the dimensional aspects of angled parking to parallel parking conditions.
 - Develop Main Street Urban Design Placemaking Strategies:
 - FFF will develop a people-centered placemaking strategy for Main Street. This will involve collaboration with local artists and key stakeholders in the project to assist in generating bespoke design elements such as street and wall murals, landscape elements and paving materials which contribute to the local identity and culture of Downtown Vancouver.
 - Develop Site Furnishing and Placemaking Elements / Details

- FFF will develop a menu of site furnishings, seating requirements, and dimensional details for elements such as lighting, bicycle parking, seating, parklets, parking meters, trash receptacles public art, tree grates and other elements.
- Collaborate on right-of-way plans and details
 - FFF will coordinate with MacKay Sposito the dimensional requirements e.g street cross sections, typical block plans and design details related to curbs, curb bulb-outs, curbless street segments, corner and bulb out radii, and spacing requirements for vertical elements such as lighting, signage, art installations and street trees.
 - FFF will also work closely with Mackay Sposito's in-house landscape architects to integrate the technical aspects of landscape elements into the overall right-of-way plans and details.
- Develop design for intersection transitions at key locations
 - FFF will produce a series of design recommendations and drawings for intersection transitions at key locations to ensure that the aesthetic and functional considerations for mobility is met and in conformance with all traffic and planning standards and ADA requirements.
- Street Lighting Concept Design
 - FFF will support VDA with the type, style and location of light fixtures along Main Street as part of the broader placemaking design strategy. Support VDA on the lighting design concept will also make recommendations regarding light distribution and brightness, the appearance of the space and luminaires, glare and color, as well as lighting control and flexibility.
- Coordinate with COV and VDA to identify locations for public art
 - FFF will lead meetings with the VDA to determine opportunities for the installation and/or painting of public art within the public right-of-way or private properties of Main Street owners. Coordination with the appropriate City departments will take place during this time to ensure that the public art meets all regulatory planning, standards and permitting requirements.
- Assist PointNorth with the development of Brand Strategies
 - FFF will assist in the development of Brand to support the vision of creating an identifiable downtown destination. Our team will help develop a compelling and effective brand story for Downtown Main Street that offers a unique messaging and storyline to be fully integrated into the urban design elements and placemaking experience. These elements will include environmental graphics, wayfinding, brand expressions, and signature urban design elements. FFF will integrate PointNorth's brand expressions, logo design, color and typography guidelines into the placemaking elements.
- Design coordination of Plan Sheets
 - After a finalized concept design, placemaking strategy, site furnishing and elements have been approved by the City, First Forty Feet will work with Mackay Sposito to assist in translating and coordinating drawings into a complete set of Plan Sheets.
 - First Forty Feet will review the civil design and meet, as needed, with Mackay Sposito as Design Development and Construction Drawings are produced to ensure the civil drawings dimensions, landscape elements, street furnishings, paving materials and light fixtures to ensure construction documentation meets the preferred design intent and performance requirements...
- Street Typologies
 - Develop a unique street type or festival street in a key locations and segments that can provide opportunity for flexibility in use, ability to close down for a activities and events.

Assumptions:

- FFF will develop the Urban Design Placemaking Strategy and Placemaking Plan to guide the city and stakeholders on unique placemaking elements that are outside the construction of the streetscape concept. Unique placemaking elements include the commissioning of a local artist to create public art works, construction of special outdoor seating environments, or installation of bike corrals, to name a few.

Deliverables:

- Three Main Street Streetscape Design Options
- Urban Design Placemaking Strategies and Placemaking Plan
- Public Art and Place Strategy Package
- Preliminary and Final Streetscape Design
- Urban design specifications package: co-selection of landscape features/elements, light fixtures, paving materials and other spec items
- Design of enlarged key intersections and plan transitions
- Short-term programming and implementation package
- Progress Reports on design status

Task 3: Support Public Involvement and Agency Coordination

Subtask 3.1: Public Involvement Program

First Forty Feet will provide support to the overall design team on community engagement and public involvement. Our team will provide the following services and tasks to realize an equitable public involvement program and outreach effort.

- Attend all public outreach events and activities and assist in the development presentation material, design content, design narratives, and exhibits to support the public involvement program and outreach intent.
- Assist in the presentation design content at every stage that reflects the vision and aspirations of the business community, city stakeholders, and community at-large.
- Review outreach content for newsletters, press releases, and other City platforms and provide clear narratives on progress, design development, and final design elements.
- Assist the team in creating a business retention strategy and tools for business to enhance their operations. The strategy should include placemaking ideas that reflect the aspirations of businesses and result in the retention and growth of business.

Assumptions:

- First Forty Feet will provide design content for preliminary design and placemaking presentations, communications, newsletters, open houses, and community outreach material. All exhibits and design content within the construction phase will be provided by the prime consultant.

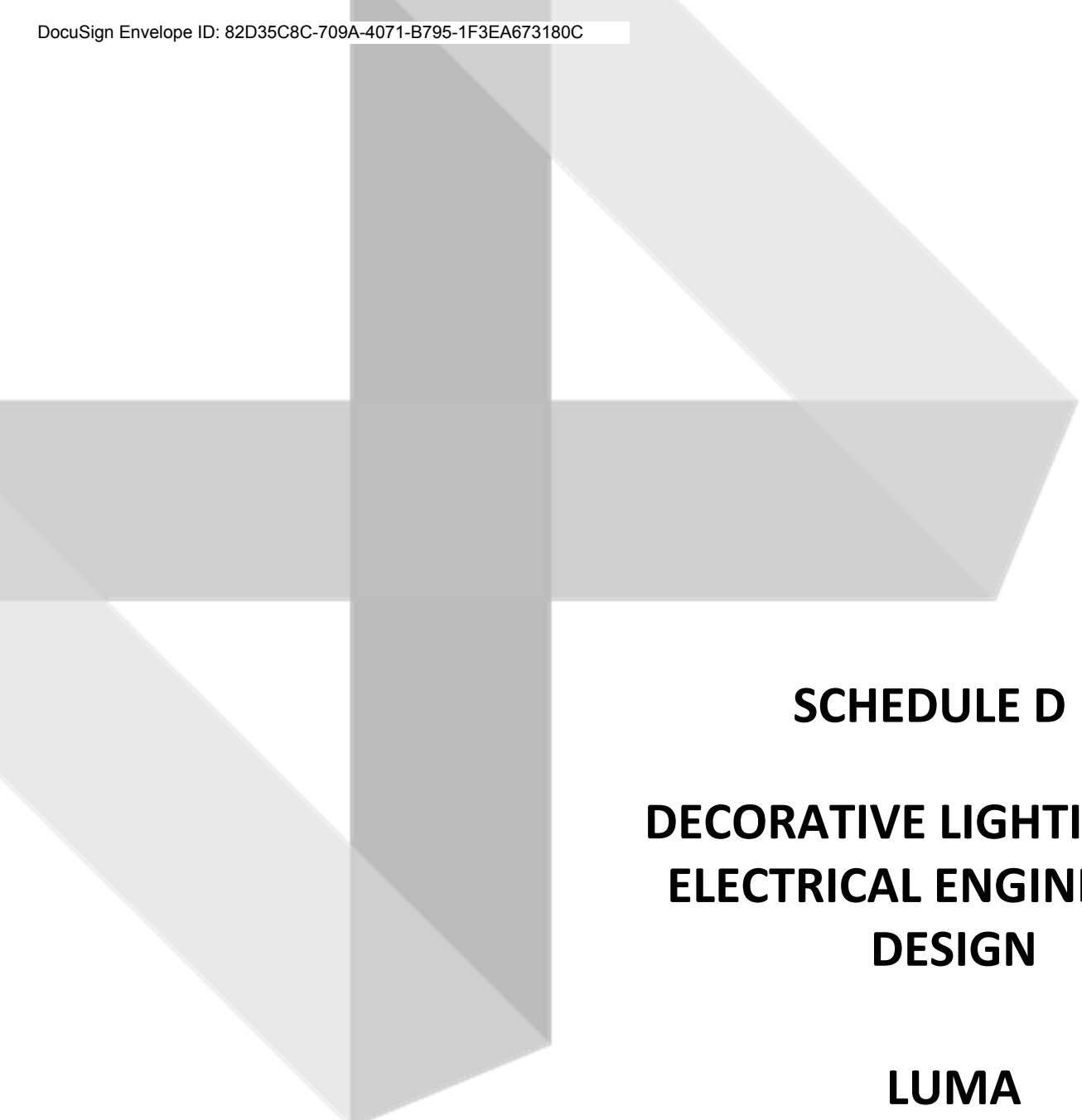
Deliverables:

- Public Involvement Program Content and Exhibits
- Placemaking tools memorandum
- Progress Reports on design status

Vancouver Main Street Fee Schedule		Proposed	First Forty Feet				Task Labor Total
			W.Grimm	J. Graf	J. Brackenhoff	Cindy	
			Project Manger	Strategy	Urban Design	Trivisonno	
			\$147.84	\$131.67	\$113.19	\$92.40	
SECT		SCOPE OF WORK		hours			
PROJECT ORIENTATION							
1.1	Contract Administration, Invoicing, and Progress Reports		10	4	4		
1.2	Attend Project Management Meetings						
	- Kick-off Meeting Session		2	2			
	- Bi-weekly PMT Meeting (12)		12	8	8		
1.3	Design Management, Coordination, and Direction		48	12	8	0	
1.4	Design Quality Assurance/Quality Control [placemaking elements]		24	18	24	8	
Subtotal Staff Hours			96	44	44	8	
Subtotal Labor by Firm			192				
Subtotal Staff Labor Cost			\$14,193	\$5,793	\$4,980	\$739	
Subtotal Labor Cost by Firm			\$25,706				
URBAN DESIGN							
3.1	Site Investigation and Data Collection						
	- Review Existing Guidelines and Standards		10	8	4	4	
	- Review Existing Design Drawings and Background Information		4	4	4	4	
	- Conduct Site Walk and Site Investigation		2	2	2	2	
	- Develop Oppportunities and Constraints Analysis		6	4	10	16	
3.2	Develop Preliminary Geometric Design Concept						
	- Assist in a Visioning and Goal Setting Design Workshops		16	16	32	24	
	- Assess existing design and angled-to-parallel parking opportunities		10	16	20	24	
	- Develop Main Street Urban Design placemaking strategies		40	30	60	110	
	- Develop Site Furnishing and Placemaking Elements / Details		20	15	30	85	
	- Collaborate on right of way plans and details		4	16	20	4	
	- Develop design for intersection transitions at key locations		8	10	16	20	
	- Street Lighting Concept Design		4	4	10	16	
	- Assist coordinate preferred design alternative with infrastructure design		4	10	20	24	
	- Coordinate with VDA/Identify locations for public art		4	4	20	16	
	- Design coordiantion of Plan Sheets		0	12	20	8	
	- Short-term Programming - Open Air Concepts [tactical interventions]		4	0	16	10	
Subtotal Staff Hours			136	151	284	367	
Subtotal Labor by Firm			938				
Subtotal Staff Labor Cost			\$20,106	\$19,882	\$32,146	\$33,911	
Subtotal Labor Cost by Firm			\$106,045				
SEC 5 SUPPORT PUBLIC INVOLVEMENT AND AGENCY COORDINATION							
5.1	Assist team of a Public Involvement Program						
	- assist connecting with impacted business owners		0	0	8	8	
	- assist in prep + attend three public outreach events / activities		10	0	10	10	
	- provide design content and public information material		8	0	16	24	
	- review writing for press releases on design approach		4	4			
Subtotal Staff Hours			22	4	34	42	
Subtotal Labor by Firm			102				
Subtotal Staff Labor Cost			\$3,252	\$527	\$3,848	\$3,881	
Subtotal Labor Cost by Firm			\$11,508				
Total Labor Hours by Firm			\$37,551	\$26,202	\$40,975	\$38,531	
Total Labor Cost			\$143,259				
Reimbursable Expenses			\$4,298				
	Total Cost by Firm		\$147,557				
\$147,557							

City of Vancouver - Main Street Streetscape - 5th - 15th St
Actuals Not To Exceed Table (ANTE)

FIRST FORTY FEET 412 NW COUCH STREET, SUITE 205 Portland, Oregon 97214								
Job Classifications		Direct Labor Rate NTE*		Overhead NTE*		Fixed Fee NTE		All Inclusive Hourly Billing Rate NTE
				110.00%		10.00%		
Principal, Project Manager		64.00		\$70.40		\$13.44		\$147.84
Strategic Planner		57.00		\$62.70		\$11.97		\$131.67
Project Designer		49.00		\$53.90		\$10.29		\$113.19
Urban Designer		40.00		\$44.00		\$8.40		\$92.40



SCHEDULE D

**DECORATIVE LIGHTING AND
ELECTRICAL ENGINEERING
DESIGN**

LUMA



Date: June 24, 2022
Project: City of Vancouver Main Street
Project Number: 22-1201
To: MacKay Sposito
Type of Services: Electrical and Lighting Design Services

Project Description

The project consists of 10 Blocks of Main Street that are being re-imagined and developed into a pedestrian friendly streetscape for the city of Vancouver, Washington. The project includes up to four blocks that are dedicated as areas which can be closed for events. This proposal is for electrical engineering and lighting design for the accent, art lighting and electrical infrastructure for street tree receptacles and tree up lighting for this 10-block area of work. Not all elements will be included along all 10 blocks. VDA will be involved in location selection of tree receptacles, festival street lights, parklet locations and what lighting is to be included at those parklets.

For this proposal, PAE and Luma scope will include specification of the decorative lighting elements as well as associated electrical engineering services to support the decorative lighting and electrical infrastructure elements such as receptacles at tree bases. This scope by PAE and LUMA will be referred to as "Decorative lighting" and be inclusive of the required engineering and design.

All new electrical support for "decorative lighting" will be underground. There is no PAE/Luma scope in this proposal to change current overhead electrical infrastructure or lighting that may exist. PAE will provide all Electrical engineering to support accent, decorative and art lighting along with receptacles at tree bases and tree lighting that is part of "decorative lighting."

PAE/Luma project scope is split into the following components:

1. Permanent festival lighting at targeted event areas. Areas that will have festival lighting will be determined by VDA. Luma will support the design of these areas
2. Tree up lighting along the 6 Blocks to be selected and communicated by VDA.
3. Decorative and Art lighting at 6 sculpture/ parklet areas.
4. Receptacles along the 10 Blocks for temporary (holiday) lighting installation. Holiday lighting was a request that was communicated to be a part of the proposal for final design of the "decorative lighting". It is our understanding that VDA will communicate to the design team the locations desired for ALL of the program elements along the 10 block site.
5. Electrical engineering to support the components of "Decorative lighting".



June 24, 2022

Project Assumptions

1. This fee proposal is based on RFP documents dated 02/03/2022 and scoping meeting with Jason Irving on 05/19/2022.
2. This proposal is for lighting and electrical design and construction document services only. Construction Administration services will be provided under a separate proposal. As the stamping electrical engineer of record, PAE is required to participate in the construction administration process unless an indemnity waiver is provided to PAE upon completion of the construction documents and prior to the start of construction.
3. Street lighting design, engineering calculations, and associated electrical systems design is by DKS.
4. PAE/Luma to include design for electrical infrastructure to serve "the project". The electrical engineering is only to serve new receptacles, and all added "accent" style lights of the design as provided by Luma. This scope will be an independent package separate from the street design package(s)
5. "As-built" drawings, in electronic form, will be provided to the design team and will be relied upon to represent accurate existing conditions.
6. "The Project" drawings will be documented in AutoCAD format.
7. PAE and Luma will provide electrical and lighting design services only; Mechanical, plumbing and technology design is not included.
8. The new festival lighting will be controlled through a DMX control system.
9. The City of Vancouver is in process with the design for street improvements – including undergrounding of existing utility power lines and street lighting revisions under a separate project. The CAD drawings from that project will be provided to PAE/LUMA for reference on this project.
10. An existing City metered pedestal exists adjacent to Main and has capacity to serve streetlighting and signal work required. This scope is by others.
11. A new City metered pedestal and separate service will be coordinated by PAE to serve the "decorative project."
12. The following milestone deadlines have been established:
 - a. 30% Design documents
 - b. 60% Design Documents
 - c. 90% Design Documents (This is assumed to be the permit set)
 - d. 100% Design Documents (this will be an Issue for Construction set)
13. PAE and Luma are not responsible for any changes made by others to the Lighting Designer's final drawings, specifications and documentation. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality and quantity and type of lighting and/or control equipment, etc.
14. PAE and Luma are not responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers, or users.



June 24, 2022

Project Scope of Work

PAE and Luma propose to provide design services to support "the project" as described below:

1. Site and Exterior lighting and lighting and control design of ten city blocks for "Decorative lighting" to include:
 - a. Festival style catenary-based DMX controlled color changing lighting, for four city blocks, final location will be determined by VDA. It is assumed that an independent pole will be utilized for this style of light that also includes opportunities for banners and plants.
 - b. Six (6) parklet or art installation areas, powered receptacles at selected locations at the parklets trees for holiday lighting and tree up lighting for these (6) locations
2. Separate electrical service coordination with the utility service provider for lighting elements, tree receptacles festival and art lights and power to support "decorative lighting" project.
3. Specification of meter base(s) and control pedestal(s) as needed for "the project" (10-blocks of improvements included in "the project" scope area.)
4. Lighting control design for code and owner required systems. DMX addressable festival lighting is an anticipated design element; Luma will provide schedules for addressing and programming this system as a part of this proposal.
5. It is anticipated that tree up lights and other art lighting components of "the project" will be time clock controlled. Specification of this system is included in the basic scope.
6. The design and sequencing of DMX festival lighting is included. Programming is to be performed by the contractor.
7. Lighting calculations to verify the lighting design intent. Lighting calculations are for PAE/LUMA internal use and are not intended to be used for presentation of public distribution. All required street lighting per city standard is by DKS.

Deliverables & Scope of Services

30% DESIGN DOCUMENTS

1. Attend meetings with the design team to develop the lighting design concept.
2. Verify owner project requirements.
3. Review relevant city design standards for the project scope.
4. Provide an electrical and lighting design narrative to communicate design intent.
5. Begin service coordination with PUD for power requirements for "the project" scope outlined above
6. Coordinate preliminary electrical service component locations that are required for "the project" scope
7. Coordinate with the traffic signal and streetlighting engineer for underground infrastructure.
8. Establish preliminary location(s) for meter base and control cabinet(s) for the project scope electrical service.
9. Assist DKS with lighting and electrical equipment costs. We will provide an "opinion of probable equipment cost" for use by DKS for their cost estimate. PAE /Luma will get the "Decorative Lighting" project lighting cost at the electrical Distributor level. The cost estimating team is responsible for final cost estimation of all equipment, labor, general conditions, escalation and contingency based on the design criteria developed by PAE and Luma. PAE and Luma will provide support for this effort but are not responsible for the accuracy of the final project estimate.



June 24, 2022

10. Deliverables for this phase:

- a. Concept narrative in PDF format.
- b. Preliminary electrical device locations

60% DESIGN DOCUMENTS

- 1. Meetings to develop the lighting and electrical design approved in the 30% design phase.
- 2. Finalize all equipment selections and coordinate lighting and power systems with design team.
- 3. Develop initial lighting and required electrical calculations for "the project".
- 4. Review and Comment on the cost estimate.
- 5. Update distributor net cost information for lighting equipment only for inclusion in estimate by others
- 6. Deliverables for this phase:
 - a. 60% Design drawings and preliminary schedules for "Decorative Lighting" scope
 - b. Lighting control intent documents,
 - c. Sequence of operations for lighting systems
 - d. Preliminary project specifications in WSDOT format to be provided by MacKay Sposito

90% DESIGN DOCUMENTS

- 1. Meetings to finalize and coordinate lighting and electrical design and engineering.
- 2. Minor design revisions if required to respond to owner and design team 60% design set review comments. Substantial deviation from the design and equipment documented in the 60% design phase will require additional services to accommodate.
- 3. Final lighting and power calculations.
- 4. Coordinate final mounting details with Mackay Sposito.
- 5. Coordination of final lighting and power systems with the city street engineer.
- 6. Assist MacKay Sposito with preparation of permit documents.
- 7. Review and make recommendations for system scope requirements.
- 8. Deliverables for this phase:
 - a. Permit documents for electrical and lighting systems
- 9. Lighting and electrical project specifications in WSDOT format to be provided by MacKay Sposito. PAE Luma will provide required specifications for the "decorative Lighting" scope

100% DESIGN DOCUMENTS

- 1. Respond to city permit comments and owner and design team 90% design set review comments.
- 2. Minor revisions to design documents to incorporate permit and owner comments. Substantial deviation from the design and equipment documented in the 60% design phase will require additional services to accommodate.
- 3. Provide deliverables for the Construction Documents Phase:
 - a. Final Issue for Construction documents.
 - b. Submission to L and I for "the project" if required.
 - c. Project specifications in WSDOT format to be provided by MacKay Sposito.



June 24, 2022

BUILDING INFORMATION MODELING (BIM) AND COORDINATION TERMS AND CONDITIONS

1. PAE will document lighting and power systems after the 30% Design set in AutoCAD format using AutoCAD backgrounds provided by Mackay Sposito.
2. Mackay Sposito will coordinate and link and deliver all required landscape, civil and architectural external (Xref) files in the base drawing file PAE and Luma will use as backgrounds. All xref insertion points and scales will be coordinated and resolved into a coordinated base drawing by Mackay Sposito.
3. Drawings developed by PAE and Luma are diagrammatic and are not to be scaled for use in construction. Should the selected contractor require the AutoCAD drawings developed by PAE and Luma a standard release waiver will be required.

PAE and Luma will document and coordinate site lighting and power items in the defined scope of work with other disciplines based on the traditional Engineer of Record (EOR) "Standard of Care".

Excluded Services (Not included in the fee)

1. Public street lighting engineering and design.
2. PUD infrastructure design and coordination for scope beyond the "decorative lighting scope"
3. Cost estimating is by DKS we will provide equipment cost information for lighting elements.
4. Mechanical/plumbing system design.
5. Telecommunications system design.
6. Audiovisual system design.
7. Support and meetings for LEED design, analysis and documentation.
8. Redesigns due to outside value engineering analysis (i.e. from CMGC, subcontractors, etc.) after the design development phase.
9. Alternate designs for cost/value comparisons, which are pursued beyond the design development phase.
10. Multiple bid and permit packages. One bid and one permit package is assumed.
11. Commissioning lighting or controls systems. (Assistance to contractors with lighting and lighting control equipment startup and checkout)
12. Lighting control system programming
13. Creation of record drawings.



June 24, 2022

Fees and Reimbursable Expenses

PAE and Luma will be compensated for **Lighting and Electrical Design** basic services on an hourly, not-to-exceed, basis, per Luma's current standard hourly fee schedule (copy attached), including reimbursables. The not-to exceed amount is \$101,765.00

Fees will be billed monthly in proportion to the services performed. Fees shall be paid within 30 days of billing. Fees not paid when due may be assessed 1 percent interest per month from billing date.

Reimbursable expenses will be billed at cost. They include mark-up printing and reproduction costs; delivery services; travel costs including transportation, food and lodging; local travel costs including taxi, parking and mileage. It is assumed that all milestone printings will be provided by a reprographics firm hired by the architect, or owner and are not included. Anticipated costs are 4% of the fee. Mileage is billed at .056 cents per mile and will follow federal guidelines. Printing costs will be passed along at cost. We do not anticipate any out of area travel.

Project Schedule

The design is scheduled to begin approximately June 2022 with 100% design completion in September 2023. Substantial delays beyond this period (in excess of 30 cumulative business days) will require additional services for PAE and Luma to complete the scope of services described in this proposal. Fees will be negotiated prior to continuation of services.

Standard Terms and Conditions

Any contract made between the parties relating to this work will include the Standard form of Agreement between Architect and Owner, similar to AIA B-101 2017, and Standard Form of Agreement between Architect and Subconsultant, similar to AIA C-401 2017. This proposal is contingent upon our review and acceptance of the Standard Terms and Conditions within these Agreements.

Signing below is PAE's and Luma Lighting Design's authorization to proceed and acceptance of the included scope, fees, terms and conditions.

Proposed by:

Accepted by:

A handwritten signature in black ink, appearing to read "Z. Suchara", written over a horizontal line.

Zach Suchara
LUMA | PAE

Jason Irving
MacKay Sposito

Date _____

GCP/ecb



June 24, 2022

Hourly Billing Rates

Effective: January 1, 2022

Staff Category	Rate/Hour
General Administrative	\$100
Project Coordinator	\$115
Senior Project Coordinator	\$125
Graphic Designer	\$135
Assistant Project Manager	\$140
BIM Technician	\$125
Senior BIM Technician	\$135
BIM/Revit Lead	\$185
Lighting Designer (Level 1)	\$135
Lighting Designer (Level 2)	\$140
Lighting Consultant	\$155
Senior Lighting Consultant	\$170
Lighting Project Manager	\$180
Associate - Lighting	\$215
Senior Associate - Lighting	\$240
Associate Principal - Lighting	\$295
Principal - Lighting	\$315

Reimbursable Expenses

Staff Category	Rate/Hour
Consultants	Billed at 110% of actual cost
Miscellaneous project related expenses	Per Proposal

Rates subject to revision annually on January 1st.

Project Name	City of Vancouver Main Street Improvements	Job No.	22-1201
Project Location	Vancouver, WA	Date	6/23/2022
Client Name	MacKay Sposito	Revised	
Contact Name	Jason Irving	Reviewer	GCP
Project Manager	Greg Parthemer		

GENERAL ASSUMPTIONS

1		This spreadsheet includes electrical & lighting design for City of Vancouver Main Street Improvements
2		The hourly projections in this workplan assume that the design process will be continuous.
3	43	weeks is the assumed design schedule.
4	2	weeks is the assumed bid and construction period.
5	6	meetings are included in this workplan.
6	3	site visits are included in this workplan.
7	0	hours of travel time are assumed in this workplan.
8	0	hours are allotted for RFI's
9		This workplan does (not) include design and documentation of egress lighting or exit signage.
10		This workplan assumes that complete architectural backgrounds will be supplied by the architect in a timely manner.
11		This workplan does (not) include time for designing and documenting energy code compliance.

BASIC SERVICES FOR ELECTRICAL & LIGHTING DESIGN

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
	14	14	44	86	32	54	76	195	0	0	0	31	0	0	78	0	624
Phase 1. Schematic Design (30%)	4	8	16	14	2	26	0	41	0	0	0	31	0	0	16	0	70
9 weeks july 1- september 1	2																\$25,805
1.01 Meetings (enter total number assumed)	1		4	4	2	4		15							8		
1.03 design coordination						8		8				16					
1.04 BOD	2	4		6													
1.07 Luminaire Schedule						2		2									
1.08 Luminaire Cut Sheets															4		
1.09 Lighting/electrical Plans	2	4		4		12		16				15			4		
1.11 Project Management			12														

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
Phase 2. Design Development (60%)	4	4	10	36	16	28	20	66	0	0	0	0	0	0	46	0	230
16 weeks september 5 january 2	2																\$36,970
2.01 Meetings (enter total number assumed)	1		4	4		8									6		
2.05 Luminaire Schedule						4		4									
2.06 Luminaire Cuts								4							8		
2.08 Lighting Calculations						0	10	10									
2.09 Load Calculations		4					10	16									
2.10																	
2.12 Outline Lighting/electrical Specifications	4			16	12	8									20		
2.13 Outline Lighting Control Specifications			6	16		8		24							12		
2.17 Telcons, mtg notes, org, admin					4			8									

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
Phase 3. Construction Documents (90%/Permit)	6	2	18	36	14	0	56	88	0	0	0	0	0	0	16	0	236
18 weeks january 9 - may 15	1																\$38,990
3.01 Meetings (enter total number assumed)	1		4				12										
3.04 Consultant Workshops	2		4				4	4									
3.05 Luminaire Schedule							8	30									
3.06 Luminaire Cuts				4				12							8		
3.07 Coordinate Lighting Details							4	16									
3.08 Load Calculations																	
3.09																	
3.10 Lighting plans 90/100% CD	2	2															
3.11 Lighting Specifications							16								8		
3.12 Lighting electrical Control Specifications				6													
3.13 Lighting /electrical Control Intent				10													
3.15 electrical coordination utility				8	2		12	16									
3.16 QC	2		10	8	12			10									

Phase 1. Schematic Design (30%)	\$25,805
Phase 2. Design Development (60%)	\$36,970
Phase 3. Construction Documents (90%/Permit)	\$38,990

TOTAL LIGHTING DESIGN FEE SUMMARY Phase 1-5	\$101,765
TOTAL LIGHTING DESIGN FEE	\$101,765

Notes:

- 1 Number of meetings assumed should be manually entered for each phase
- 2 Travel time estimates will autosum
- 3 Enter week estimates manually per phase.
- 4 All Assumptions at the top are auto-entered.

SCHEDULE E
PUBLIC OUTREACH
PointNorth



POINTNORTH

Main Street Streetscape Project Public Outreach Proposed Scope and Assumptions

July 13, 2022

1.0 Project Coordination and Management

1.1 Project Team Meetings

- Project Management Group: Consultant team meetings and any check-ins with the City of Vancouver (COV). Anticipated meeting schedule for 1.5-hour meetings every other week. PIC and Director will attend in person or virtually.

1.2 Project Partner Meetings and Coordination

- Strategic agency/program partners: ad-hoc check-ins, coordination, and correspondence – including with the Vancouver Downtown Association (VDA).

1.3 Internal Team Meetings and Coordination

- PointNorth internal project team check-ins, virtual or in-person, to include Director, Project Manager, and Project Specialist. Anticipated meeting cadence: one-hour weekly meetings. PIC to attend once per month.
- PointNorth internal integration with creative team as needed for advertising and branding collateral development.
- General project coordination and correspondence.

Task 1.0 Deliverables

- None to note

Task 1.0 Assumptions

- Project management meetings will occur every other week, virtually or in-person.
- PIC, Director and Project Manager will attend in-person meetings as requested by prime.
- PointNorth will activate our creative team for project brand development, open house branded material, advertising collateral and signage development.
- PointNorth will integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency.

2.0 Discovery & Refinement

2.1 Discovery

- Review background materials from COV and VDA.
- Discovery meetings/correspondence with POCs at COV, VDA and other relevant decision-makers.

2.2 Develop Project Information & Media Tool Kit

- Includes project fact sheet, web and two social posts content, and project QR code. Documents will include a high-level timeline and engagement opportunities.

Task 2.0 Deliverables

- Project Fact Sheet (content and design)
- Project QR Code
- Website Content
- Two Social Media Posts Content

Task 2.0 Assumptions

- All planning tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.

3.0 Early Outreach & Engagement (Preliminary Design)

Goal: Inform, set expectations and listen.

Objectives:

- *Build positive awareness of project details and anticipated timeline*
- *Bring key stakeholders and the community along so they feel part of the journey from the beginning*
- *Uncover areas of concern and potential challenges ahead*

3.1 Key Stakeholder Engagement: Project Advisory Group & Block Captains

- Partnering with COV and VDA, establish Project Advisory Group role, responsibilities, and meeting cadence.
- Identify and recruit Project Advisory Group (PAG).
- Partnering with VDA, establish Block Captains role, responsibilities, and engagement expectations.
- Identify and recruit Block Captains.

3.2 Project Rebranding

- In collaboration with COV, VDA, and PAG, kick off the process of refreshing the project branding and messaging, developing a more inclusive logo concept and tag line.
- Integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency across project deliverables – particularly ensuring alignment with placemaking elements (First Forty Feet).

3.3 Direct Outreach

- One-on-one and broad outreach to adjacent business organizations.

3.4 Advertise Open House & Engagement Opportunities

- Update upcoming events website language, three custom social media posts, and press release.
- Targeted digital and print advertising via partner newsletters and social channels (flyer/digital invite/QR code/video).
- Content development, materials production, design, and distribution coordination.

3.5 Host Key Stakeholder Kick-Off Meeting, Public Open House #1 (Preliminary Design)

- PointNorth to plan and provide staff to facilitate the following:

- 1 Key Stakeholder Kick-off Meeting (virtual or in-person TBC)
- 1 Virtual Community Open House

Task 3.0 Deliverables

- Project Advisory Group Role & Responsibilities Agreement
- Block Captains Role & Responsibilities Agreement
- Press Release, Flyer (content and design only), Digital Invite (content and design only), Video
- Refreshed Project Branding Proposal including logo/tag line option, in alignment with First Forty Feet.
- Key Stakeholder Kick-Off Meeting Notes & Feedback Report
- Online Open House Content/Material
- Open House #1 Highlights & Feedback Report

Task 3.0 Assumptions

- PointNorth will leverage our internal creative team capabilities to develop branding and advertising collateral.
- PointNorth will integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency. Specifically, First Forty Feet will input on branding concept to incorporate and align placemaking elements.
- City of Vancouver will conduct all door-to-door outreach, including visit all businesses/properties along the corridor prior to and as design work begins.
- City of Vancouver will coordinate and cover printing of marketing/promotion collateral (flyers, comment forms, display boards, factsheets, mailers, door hangers and signage).
- City of Vancouver will be responsible for in-person engagement costs, including any venue costs and refreshments.
- City of Vancouver will cover any costs associated with social media boosts and ad buys.
- First Forty Feet will provide design/placemaking visuals, content and exhibits for all outreach events/presentations.
- All planning tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- Subconsultant will work with COV communications team to identify print and digital advertising/boosting opportunities and coordinate content calendar.

4.0 Design

Goal: Gather input, report relevant impact, and amplify

Objectives:

- *Leverage storytelling and partner channels to generate broad amplification of project scope, timeline, feedback loop, and community impact*
- *Nurture project (brand) affinity and reassurance among key stakeholders and project ambassadors*
- *Strengthen feedback loop relationships with key stakeholders and the broader community*

4.1 Direct Outreach

- Consistent contact with Block Captains (monthly) and Project Advisory Group (at key milestones).
- One-on-one and broad outreach to adjacent business organizations (throughout design phase).

4.2 Broad Public Outreach & Message Amplification

- Write, promote, and amplify owned story, detailing project purpose (safety/placemaking), public feedback, and how that feedback shaped the design or the project.
- Leverage partner channels for broader earned media amplification.
- In partnership with VDA, Block Captains, and PAG, plan, promote, and host public “Office Hours” or “Coffee Corners” for the public to hear about the project, the final design and how public feedback shaped the design. Project partners/staff will participate, leveraging information displays co-developed with First Forty Feet.

4.3 City Council Update

- Prepare Power Point slides for public engagement portion of the council update.
- Deliver public engagement report to council.

4.4 Advertise Open House & Engagement Opportunities

- Update upcoming events website language, three custom social media posts, and press release.
- Targeted digital and print advertising via partner newsletters and social channels (flyer/digital invite with QR code, video).
- Content development, materials production, design, and distribution coordination.

4.5 Host Two Public Open Houses

- PointNorth to plan and provide staff to facilitate the following:
 - In-Person, Outdoor Community Open House #2 (60% Design)
 - Virtual Community Open House #3 (Design Completion)

Task 4.0 Deliverables

- Language for media story, Press Release
- Project Advisory Group Meeting Notes
- Block Captains Feedback Reports
- Project Power Point Presentation (council update)
- Updated Web and Social Content
- Updated Ad(s) Collateral (Updated Flyers, Digital Invites with QR Code, Video)
- Material for both the in-person and virtual open houses
- Comment Form content and design for Open Houses/Office Hours

Task 4.0 Assumptions

- All design tasks include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- Up to 10 potential “Office Hours/Coffee Corners” (one hour in length each). Assume half occur in-person and half virtually.
- Assumes Advisory Group meets 3-5 times total, 1.5-2 hours per meeting.
- City of Vancouver will coordinate and cover printing of marketing/promotion collateral.
- City of Vancouver will be responsible for in-person engagement costs, including any venue costs and refreshments.
- City of Vancouver will cover any costs associated with social media boosts and ad buys.

5.0 Final Project Reporting

5.1 Write Final Community Engagement Report

- Includes event round-up and feedback from all outreach activity to date.
- Feedback/data analysis and synthesizing.

5.2 Present Community Engagement

- Create PPT content and visual elements.
- Present community engagement to date to Project Advisory Group.

Task 5.0 Deliverables

- Draft Community Engagement Report
- Final Community Engagement Report
- Community Engagement PPT Presentation

Task 5.0 Assumptions

- All reports will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.

6.0 Business Retention Strategy

6.1 Business Retention Strategy Implementation

- Implement Business Retention Strategy tasks as outlined in document and at the direction of City of Vancouver and VDA staff.

Task 6.0 Deliverables

- Create document that accounts for business retention strategy task implementation

Task 6.0 Assumptions

- The Business Retention Strategy document is being created by City of Vancouver and VDA staff.
- PointNorth will only be responsible for implementing tasks contained in the strategy document, at the request of City of Vancouver and/or VDA staff.
- First Forty Feet may also implement Business Retention Strategy tasks, at the request of City of Vancouver and/or VDA staff.

PROJECT FEE SUMMARY

PointNorth Fees

1.0 Project Coordination and Management	\$ 41,054.75
2.0 Discovery & Refinement	\$ 12,877.75
3.0 Early Outreach & Engagement (Preliminary Design)	\$ 26,596.25
4.0 Design	\$ 36,151.00
5.0 Final Project Reporting	\$ 14,575.25
6.0 Business Retention Strategy	\$ 7,591.80
TOTAL LABOR	\$ 138,828.80

TOTAL PROJECT COST ESTIMATE:	\$ 138,828.80
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MacKay Spósito

Main Street Streetscape

6/21/2022



POINTNORTH

	Katy (Principal/Director)	Monica (Principal/Director)	Jennifer (Sr.Community Engagement Associate)	Zander (Administrative Coordinator)	Samantha (Principal/Director)	Brooke (Community Engagement Associate)	Hourly Total	Cost Total	notes
1.0 Project Coordination & Management									
	40.00	145.00	35.00	50.00	20.00	10.00	300.00		
Total hrs	40.00	145.00	35.00	50.00	20.00	10.00	300.00	\$ 41,054.75	
2.0 Discovery & Refinement									
	8.00	50.00	15.00	10.00	8.00	4.00	95.00		
Total hrs	8.00	50.00	15.00	10.00	8.00	4.00	95.00	\$ 12,877.75	
3.0 Early Outreach & Engament									
	15.00	95.00	25.00	25.00	20.00	30.00	210.00		
Total	15.00	95.00	25.00	25.00	20.00	30.00	210.00	\$ 26,596.25	
4.0 Design									
	20.00	140.00	20.00	60.00	20.00	30.00	290.00		
Total	20.00	140.00	20.00	60.00	20.00	30.00	290.00	\$ 36,151.00	
5.0 Final Project Reporting									
	5.00	50.00	25.00	15.00	10.00	15.00	120.00		
Total	5.00	50.00	25.00	15.00	10.00	15.00	120.00	\$ 14,557.25	
6.0 Business Retention Strategy									
	8.00	24.00	8.00	5.00	5.00	5.00	55.00		
Total	8.00	24.00	8.00	5.00	5.00	5.00	55.00	\$ 7,591.80	
Contingency									
	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	
Total hrs	96.00	504.00	128.00	165.00	83.00	94.00	1070.00		
Billable Rate	\$228	\$150	\$104	\$62	\$138	\$67			
	\$21,888	\$75,600	\$13,293	\$10,296	\$11,454	\$6,298		\$138,828.80	

Main Street Streetscape						
Actuals Not To Exceed Table (ANTE)						
PointNorth Consulting, Inc. 1251 Officers Row Vancouver, WA 98661						
<u>Employee Classifications</u>		Direct Labor Rate NTE		Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
				110.00%	30.00%	
Director / Principal		\$104.50		\$114.95	\$31.35	\$250.80
Senior Community Engagement Associate		\$51.00		\$56.10	\$15.3	\$122.40
Community Engagement Associate		\$38.50		\$42.35	\$11.55	\$92.40
Administrative Coordinator		\$33.00		\$36.30	\$9.90	\$79.20

A large, stylized number '4' is positioned on the left side of the page. It is composed of several overlapping geometric shapes in various shades of gray, creating a 3D effect. The '4' is oriented vertically, with its top pointing towards the top right of the page.

SCHEDULE F

STRUCTURAL ENGINEERING

KRAMER GEHLEN



KRAMER GEHLEN
& ASSOCIATES, INC.
400 Columbia Street
Suite 240
Vancouver, WA
98660-3413

360-693-1621
503-289-2661

June 24, 2022

Mr. Jason Irving
Mackay Sposito
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683

**RE: City of Vancouver – Main St. Streetscapes
Vancouver, Washington**

Dear Jason:

We are pleased to provide a proposal to you for structural engineering services on the above-referenced project.

PROJECT BACKGROUND

From your RFQ 10-22 final documents and email correspondences, we understand this project consists of structural design of concrete retaining walls, concrete infill of existing window openings, art pedestal design at (6) six locations, abandoned tank and temporary and permanent loading impact studies on private property, foundations for specialty poles supporting overhead light strings and banner, fountain renovation at 13th and Main and landscape structure foundations.

We understand that cost estimates will be needed 30%, 60%, 90% and final documents. Our office does not provide these services however we are going to subcontract this work to a 3rd party estimator. We have received their proposal for cost estimating of our work and cost has been included in this proposal.

We understand that his project does not have construction funding at this time, so bidding and construction administration services are excluded from this proposal.

SCOPE OF WORK

We propose to provide structural design, construction documents, applicable to our scope of work WSDOT specification, respond to jurisdiction permit review comments.

This proposal does not include the following structural engineering services:

- Contractor-designed items such as shoring and bracing.
- Construction Administration activities



Mr. Jason Irving
Mackay Sposito
June 24, 2022
Page 2

If it is desired that we provide any of the above-identified services currently not included in our proposal, we would be happy to provide another proposal identifying the scope and fees of the additional services for your use.

COMPENSATION

Our fee for the above-described services is a stipulated sum as followings:

Basic Design Service	\$35,460.00
3 rd Party Estimator	\$15,565.00

A task versus cost matrix has been provided as Exhibit 1.

Invoicing will be on a time and materials basis not to exceed our stipulated fee above.

Changes to our design after we have substantially started will be considered additional services and will be billed on an hourly basis in addition to our above fee.

No anticipated reimbursable expenses for the project.

This proposal is based upon the assumption that the standard subconsultant used by your firm will be an acceptable instrument for an agreement.

Below is a location for your signature authorizing us to proceed, based upon this proposal, assuming that a contract will be generated at a later time.

I trust the above information is satisfactory for your needs. If you have any questions, please call our office.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads 'David Aronson'.

David M. Aronson, P.E., S.E
Kramer Gehlen & Associates, Inc.

ACCEPTED:

Mr. Jason Irving, MacKay and Sposito

Date



Seth J. Pszczolkowski

June 23, 2022 - *Revised fee per reduced scope*

David M. Aronson, PE, SE
Kramer Gehlen & Associates
400 Columbia St., Suite 240
Vancouver, Washington 98660

Subject: **City of Vancouver - Main Street Improvement 5th to 15th**
Construction Cost Estimating Services Fee Proposal

Dear David:

Thank you for the opportunity to be part of your team for the above project. Our proposed lump sum fee for estimating services will be: **(assumes ACC will develop estimate with own unit costs. City of Vancouver and WADOT/APWA unit costs are not included)**

Estimate Fee Breakdown	Labor	Hours		Hourly Rate	Sub-Total	Totals
30% Estimate	Principal	2.0	hrs.	\$190.00	\$380.00	\$4,205.00
	Sr. Estimator	16.0	hrs.	\$150.00	\$2,400.00	
	Estimator	10.0	hrs.	\$103.00	\$1,030.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0	hrs.	\$150.00	\$300.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	
60% Estimate	Principal	3.0	hrs.	\$190.00	\$570.00	\$4,676.00
	Sr. Estimator	16.0	hrs.	\$150.00	\$2,400.00	
	Estimator	12.0	hrs.	\$103.00	\$1,236.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.5	hrs.	\$150.00	\$375.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	
90% Estimate	Principal	2.0	hrs.	\$190.00	\$380.00	\$3,680.00
	Sr. Estimator	12.0	hrs.	\$150.00	\$1,800.00	
	Estimator	10.0	hrs.	\$103.00	\$1,030.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.5	hrs.	\$150.00	\$375.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	

June 23, 2022

Page 2

100% Estimate	Principal	1.5 hrs.	\$190.00	\$285.00	\$3,004.00
	Sr. Estimator	10.0 hrs.	\$150.00	\$1,500.00	
	Estimator	8.0 hrs.	\$103.00	\$824.00	
NIC - not anticipated	Mechanical	0.0 hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0 hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5 hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0 hrs.	\$150.00	\$300.00	
NIC - not anticipated	M/E	0.0 hrs.	\$166.00	\$0.00	
Total T&M Fee - Not To Exceed				\$15,565.00	\$15,565.00

ACC will provide detailed quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(1) alternate, additional alternates will result in additional services.**

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

 Printed Name:

 Date:

Main Street Streetscape

Proposed Professional Fees (approximate breakdown)

June 24, 2022

Subconsultant: Kramer Gehlen Associates

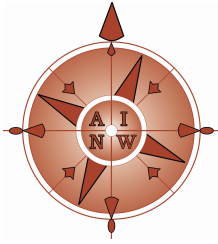
**Exhibit 1**

		Billing Classification and Rate									
Task	Description	Principal \$180	Senior Project Engineer 2 \$145	Senior Project Engineer 1 \$140	Project Engineer 3 \$130	Project Engineer 2 \$130	Project Engineer 1 \$110	Designer \$90	Techician \$110	Administrative \$90	Design Cost
	Project Management, Meetings, and Coordination	10					10			0	\$ 2,900.00
Retaining Wall 808 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Below Grade Window Infill	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Window Infill @ 905 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Wall Infill Below Grade @ 101 E 8th St, 806 Main Street, and 907 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Wall Infill Above Grade @ 707 Main St, 806 Main St., and 907 Main St.	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Lid over Existing Basement at 704 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Art Pedestal Location 1, 2 and 3	Design, detailing, plan sheets and drafting. Same design for the 3 new locations	1					8	8	4		\$ 2,220.00
Temporay and Permanent Loading	Assume 6 locations	1					24		12		\$ 4,140.00
Foundation for Specialty Poles	Single pole design and foundation	1					8	8	4		\$ 2,220.00
Deliverables	30%, 60%, 90% and 100%	1					4		4		\$ 1,060.00
Memorandum	Assume 2 to 3 project memorandums	1					12				\$ -
Meeting with City of Vancouver	Meeting	2					2				\$ 580.00
Specification	WSDOT Specification creation for applicable structural work above	4					12				\$ 2,040.00
Cost Estimating	Coordinate 3rd Party Estimator	1					8				\$ 1,060.00
Jurisdiction Permit Response	Respond to plan review comments	1					24	8	8	0	\$ 4,420.00
	<i>Subtotals</i>	74	0	0	0	0	410	144	108	0	\$ 35,460.00
3rd Party Estimator	Estimate received 6-23-2022										\$ 15,565.00
											\$ 51,025.00

SCHEDULE G

CULTURAL INVESTIGATIONS

AINW



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

May 27, 2022

Jason Irving, PE, Senior Engineer & Principal
MacKay Sposito
18405 SE Mill Palin Boulevard #100
Vancouver, WA 98683

Re: Main Street Streetscape Project - 5th to 15th Street
Vancouver, Washington
AINW Scope and Cost Estimate for Consulting Services

Dear Jason:

This scope of work and cost estimate outline AINW's proposed services to assist MacKay Sposito and the City of Vancouver in completing environmental permitting for the Main Street Streetscape project. Cultural resource investigations will be completed and overseen by AINW staff who meet the Secretary of the Interior's Professional Qualifications Standards in Archaeology, Architectural History, and History. The investigations will be done to assist the City of Vancouver in complying with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR 800, Section 4(f) of the U.S. Department of Transportation Act, the National Environmental Policy Act, and the State Environmental Policy Act.

Task 1: Inventory Historic Streetscape Features

AINW staff will complete an inventory of historic streetscape features that have potential to be affected by the project. The inventory will be completed in up to three 8-hour person days within an area defined by the project team as the likely project footprint. The AINW staff will revisit streetscape features that were previously documented for the Main Street Streetscape project (2006) and those features that are highlighted in Clark County Historical Museum's Downtown Vancouver Main Street Assessment (2022). GPS coordinates will be collected, and each feature will be photographed.

AINW will produce a draft GIS deliverable for the project team that identifies the streetscape features and includes preliminary recommendations, such as avoidance or inclusion in the new streetscape design. Once the draft GIS data is delivered, an AINW architectural historian will participate in up to three meetings with the project team to discuss treatment measures for historic streetscape features during project construction. AINW staff will summarize the final recommendations of the team in a memo and accompanying GIS deliverable.

May 27, 2022

Page 2

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

Deliverables

- Draft GIS product (shapefiles and/or geodatabase) for MacKay Sposito and City of Vancouver identifying historic streetscape features within the project footprint.
- Final GIS product (shapefiles and/or geodatabase) and memo summarizing recommendations for the treatment of historic streetscape features during project construction for MacKay Sposito and City of Vancouver.

Task 2: Prepare APE Submittal Document

AINW staff will draft an Area of Potential Effects (APE) submittal document for review and approval by the Washington Department of Transportation (WSDOT). The submittal will include background information for the project area, a review of previous cultural resource surveys, and AINW's methodology for cultural resources survey and documentation. It is assumed that MacKay Sposito and the City of Vancouver will provide the following to AINW to incorporate into the document.

- A narrative description of the project and proposed design features.
- Anticipated depth of ground disturbance for design features.
- Spatial data for the limits of ground disturbance and/or the project's APE.
 - It is assumed that the APE will be centered on Main Street between 5th and 16th Streets.
 - The APE extends onto adjacent parcels within the area that was defined as a preliminary APE/project limit by MacKay Sposito and was sent to AINW on May 17, 2022. Temporary construction easements and purchase of rights-of-way will be limited to this area.
 - A revised APE sent to AINW on May 18, 2022, includes areas where underground utility and stormwater work may occur within road right-of-way on side streets between 5th and 16th Streets. It is assumed that this work will remain within existing rights-of-way and have no potential to have an effect on historic properties on adjacent parcels.

Deliverables

- Draft and final APE submittal document in Word/PDF format.

Task 3: Cultural Resource Survey and Reporting

Prior to conducting a field survey of the APE, AINW staff will review prior cultural resource reporting for the APE and vicinity and will search records on file with the Washington Department of Archaeology and Historic Preservation (DAHP). The records search will identify cultural resources that have been previously documented in the APE. Historical maps, Clark County records, and other sources will be studied to anticipate the locations of cultural resources that have yet to be identified in the APE because they were not yet 45 years in age during prior survey efforts, or because they are outside of the area originally studied for the project.

The field investigation will be completed in six 8-hour person days. New sections of the APE will be surveyed for the presence of cultural resources, and areas previously included in the APE will be

May 27, 2022

Page 3

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

revisited as needed to verify existing conditions and collect up-to-date information. AINW staff will complete the survey of the APE from existing rights of way. If access to private property in the APE is needed to complete the survey, AINW will request that the City of Vancouver obtain rights of entry.

Archaeological Survey

An archaeological predetermination was completed for the project in 2006, and DAHP concurred with a recommendation for monitoring during construction. The scope for archaeology consists of a supplemental pedestrian survey to include areas that have been added to the project since 2006, and to verify existing conditions and meet current standards for reporting under Section 106 of the NHPA. The pedestrian survey will cover the entire APE. It is assumed that no new archaeological resources will be identified, and that no artifacts will be identified or collected during the pedestrian survey. The scope also includes a separate task (Task 3, described below) for developing a project-specific monitoring plan for the project.

Historic Resources Survey

It is assumed that up to 50 historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago) will be identified within the APE and on parcels crossed by the APE. Additionally, up to 5 historic streetscape features are anticipated based upon prior reporting completed for the project in 2006.

Of the 50 historic resources in the APE, 19 are either listed in the National Register of Historic Places (NRHP) or have had their NRHP eligibility determined by an agency in the last 10 years. AINW assumes that resubmission of existing Historic Property Inventory Forms in the WISAARD database will be sufficient for these historic resources and will require no new data entry by AINW. These resources will be visited during the field survey to confirm that existing information on-file with DAHP remains consistent with current conditions.

Most of the remaining 31 historic resources of the APE are documented in the DAHP WISAARD database, but prior recommendations of eligibility for listing in the NRHP were not concurred by DAHP. AINW architectural historians will collect data on physical features, setting, and historical integrity for each of these historic resource from existing road rights-of-way. The historians will prepare a new inventory for the resources in the WISAARD database and will evaluate each resource's eligibility to be listed in the NRHP. It is assumed that small-scale streetscape features, such as plaques and freight doors in sidewalks, will be noted in an AINW summary report and will not require the completion of Historic Property Inventory Forms in the WISAARD database.

AINW architectural historians will observe and report the potential for a historic district to be present that would include historic resources of the APE. Prior reporting completed in the project area has identified a potential Esther Short Neighborhood Historic District. If such a district exists, it will be identified as a historic resource in the AINW summary report. If needed for potential districts, evaluations of NRHP eligibility and assessments of effects will be informed by reconnaissance-level information only, as the AINW survey for cultural resources will be limited to the APE.

May 27, 2022

Page 4

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

Up to 21 of the 50 anticipated historic resources will meet minimum eligibility requirements for listing in the NRHP. For the NRHP-eligible resources, AINW architectural historians will delineate a historic property boundary, identify character-defining features, apply the NRHP Criteria (A through D), and assess aspects of historical integrity. AINW architectural historians will identify whether the project will encroach upon the historic property boundary, and if there is potential for an adverse effect to occur under Section 106 of the NHPA. No adverse effects are anticipated.

NRHP eligible historic resources are also Section 4(f) resources. It is assumed that temporary construction easements and right-of-way acquisition may be needed at the locations of NRHP-eligible historic resources. A contingency is included that would authorize AINW to assist MacKay Sposito and the City of Vancouver in documenting a *de minimis* impact for up to three historic sites. No use of a Section 4(f) resource is assumed for the project.

Cultural Resources Survey Report

Results of AINW's background review, field investigations, and assessment of the project's potential to adversely affect historic properties will be summarized in a cultural resources survey report. Copies of database entries for historic resources will be included as an attachment of the AINW summary report. AINW may also include the summary memo produced for the inventory of streetscape features (Task 1) as an attachment of the report. The AINW report will be reviewed for approval by the City of Vancouver, WSDOT, and DAHP.

Deliverables

- Draft cultural resources survey report in Word/PDF format.
- Final cultural resources survey report in Word/PDF format and hard copies for distribution by WSDOT.

Task 4: Monitoring Plan

AINW will prepare a project-specific monitoring plan that identifies areas where archaeological monitoring is recommended during project construction. The plan will also provide procedures to be followed in the event of an archaeological discovery, and it will list contact information and protocols for notifying DAHP, Native American Tribes, and other parties as appropriate. The plan will be developed in cooperation with the City and will be submitted for review and approval by WSDOT. WSDOT will distribute the plan to DAHP and Native American Tribes for review and comment.

Deliverables

- Draft monitoring plan in Word/PDF format.
- Final monitoring plan in Word/PDF format for distribution by WSDOT.

May 27, 2022

Page 5

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

Contingency Task: Section 4(f) Memo

If authorized, AINW will complete one Section 4(f) *de minimis* memo for up to three historic properties that will not be adversely affected by the project. AINW assumes that the memo will be drafted in coordination with the consultant team and the City of Vancouver, and that the prime consultant will coordinate distribution of the memo for approval and signatures.

Deliverables

- Draft and final Section 4(f) *de minimis* memo in Word/PDF format

AINW Fee for Services

The base fee for services outlined in this agreement is **\$68,108.09**. If the contingency task is authorized, the overall project cost would be **\$75,523.25**. A detailed accounting of AINW's fee is attached for your convenience. Let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Blaser". The signature is fluid and cursive, with the first name "Andrea" written in a larger, more prominent script than the last name "Blaser".

Andrea Blaser, M.S.

Sr. PM/Sr. Architectural Historian/Historian

Actuals Not To Exceed Table (ANTE)

CLARK COUNTY & CITY OF VANCOUVER

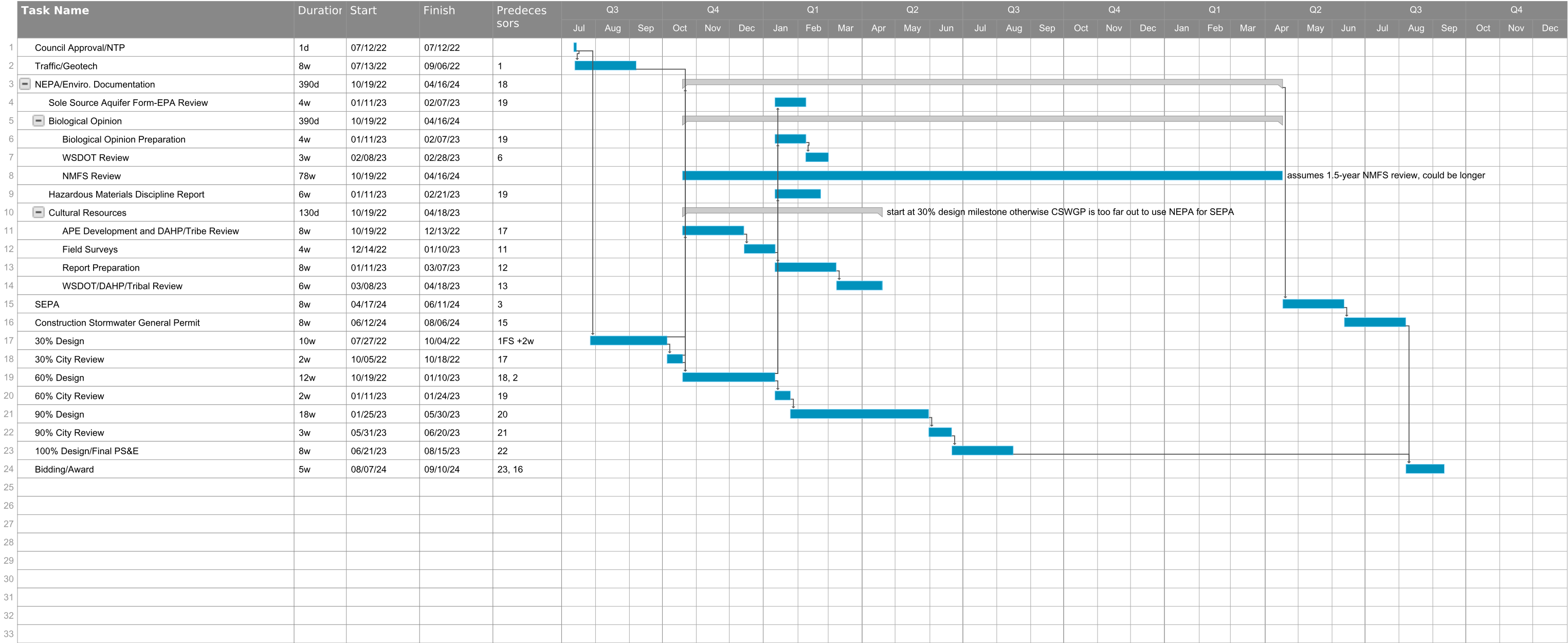
Archaeological Investigations Northwest, Inc.

3510 NE 122nd Avenue

Portland, OR 97230

Job Classifications	Direct Labor Hourly Billing Rate for 2021 NTE	Direct Labor Hourly Billing Rate 2022 NTE ≤ 6% Increase	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			150.73%	30.00%	
Princ.Inv./PM/Sen.Archaeologist	\$75.00	\$75.00	\$113.05	\$22.50	\$210.55
PI-PM/Senior Archaeologist	\$68.00	\$72.08	\$108.65	\$21.62	\$202.35
PM/Senior Historian/Sen.Architl. Historian	\$53.50	\$56.71	\$85.48	\$17.01	\$159.20
PM/Senior Archaeologist	\$48.30	\$51.20	\$77.17	\$15.36	\$143.73
Architectural Historian	\$34.00	\$36.04	\$54.32	\$10.81	\$101.18
Assist PM/Supervising Archaeologist	\$41.00	\$43.46	\$65.51	\$13.04	\$122.01
Supervising Archaeologist	\$40.00	\$42.40	\$63.91	\$12.72	\$119.03
Graphics-GIS	\$0.00	\$56.71	\$85.48	\$17.01	\$159.20
Staff Archaeologist	\$29.00	\$30.74	\$46.33	\$9.22	\$86.30
Research/ Project Admin./Project Assist.	\$33.50	\$35.51	\$53.52	\$10.65	\$99.69
Archaeological Assistant (Field & Lab)	\$25.00	\$26.50	\$39.94	\$7.95	\$74.39
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
4/1/2022			\$0.00	\$0.00	\$0.00

BA_Main Street, 5th to 15th (2022.07.12)



SERVICE AGREEMENT #C-100969

AMENDMENT No. #1

Main Street Streetscape Project 5th St to 15th St

This Agreement amends the Professional Services Agreement number C-100969 by and between the City of Vancouver, hereinafter referred to as "City", and MacKay Sposito Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$367,451.91 to a revised authorized amount of \$2,879,995.10.
2. **Amend** the language contained in Section 1, Scope of Work, adding language in herein attached and by reference made part of the Contract, Attachment "A" Scope of Work.
3. **Amend** the language contained in Section 3, Payment for Contractor Services, with language in herein attached and by reference made part of the Contract, Attachment "B" Updated Hourly Rates.
 - Updating hourly rates effective December 1, 2023.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

MacKay Sposito Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

November 28, 2023

Ryan Lopossa
Ivar Christensen
Chris Harder

City of Vancouver
415 W 6th Street
Vancouver, WA 9668-1995

Re: Amendment Request #1 - Main Street Promise

Dear Ryan, Ivar, and Chris,

Thank you to you and the City of Vancouver for your partnership in delivering the Main Street Promise. It has been a very exciting and rewarding project to be a part of, and we look forward to continuing to work with you to complete the design phase and move into construction.

As the project design has evolved based on community and City feedback and direction, we respectfully request a contract amendment to incorporate additions to our scope of work that were not anticipated during initial scoping. This scope and fee document outlines original scope assumptions and defines those tasks and the additional consultant fees.

Original Contract Assumptions

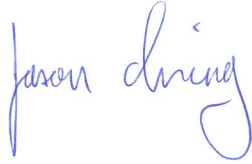
The original contract included a list of design-related assumptions, many of which were included under Task 8 Civil Engineering on page 19 of the scope of work. Most notable and related to this contract amendment request, the original scope assumed the following:

- *The City's conceptual geometric layout Option "C" or the 2009 Main Street design that replaces angled with parallel parking on the west side of Main Street will generally be the base design for the corridor geometric design.* The design has since evolved, requiring significant modifications to the geometry and overall complexity of the design, as further described below.
- *Intersections will be hot mixed asphalt pavement (no cement concrete). The design will consider specialized crosswalk materials (pavers, concrete, etc.). Pavement improvements will be mill and inlay with repairs at various locations as needed.* The design has evolved to include cement concrete intersections and full pavement section reconstruction throughout the project limits.
- *The new sanitary sewer and water main designs will follow the horizontal and vertical alignments defined in the 2009 90% design plans prepared by others.* The new potable water main has been

completely redesigned at the request of the City, primarily to meet requirements for separation between the new potable water and sanitary sewer mains that were not provided in the 2009 design due to the consideration of a future trolley system.

Thank you for your consideration, and please contact me with any questions.

Sincerely,



Jason Irving, PE
Senior Engineer/Principal
MacKay Sposito

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AMENDMENT 01 - SCOPE OF WORK

City of Vancouver Main Street Promise

1.0 ADDITIONAL PROJECT MANAGEMENT (4 MONTHS)

The original scope of work assumed a thirteen-month design phase and project management duration, which was used as a baseline assumption to estimate consultant fees for project management, administration, team meetings, and subconsultant coordination under the Project Management task. The design phase work began in earnest in early September 2022 and is now anticipated to be complete at the end of January 2023 for a total of seventeen months, four months longer than initially anticipated. We are requesting additional fees to cover the added costs of the following tasks for the additional four-month duration.

1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks. Include the date period covered by the invoice, the number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, the total cost for labor and expenses for the billing period, subconsultants fees, and total amounts summarizing labor, expenses and subconsultants fees.
- Provide a summary report to accompany monthly invoices. The summary report will list each invoice and the current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants. The summary report will list the total amount billed to date, the total amount remaining under contract, and the contract expiration date.
- Prepare a project status report to accompany monthly invoices. Reports will include the dates covered by the status report, brief summary of work performed, a notice to the City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed/upcoming project milestones and action items needed by the City for project delivery. The consultant shall monitor the status of the budget and take corrective action to correct undesirable budget trends.
- Maintain all documentation. Provide copies of project files and records to the City for audits and public information requests and upon request. All final documents shall be provided in electronic format.

1.2 PROJECT SCHEDULING

- Provide one (1) additional update to the project schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City and meetings as outlined in the meeting schedule below.

Additional Meetings Schedule				
Type	Format	Frequency	Participants	# Mtgs
Review Meeting with WSDOT (for MP/15th Intxs)	Virtual	Once, 1 Hour	Team Leads	1
Weekly Progress Meetings w/City	Virtual	Bi-Weekly, 1.5 Hour	Select Team Leads	7
Team Meetings	Virtual	Weekly, 1 Hour	Select Team Leads	15

1.4 SUBCONSULTANT COORDINATION

- General coordination and management of the subconsultant team including additional work requests, invoicing, schedule, and deliverables.

DELIVERABLES

- *Four Additional Monthly Invoices and Progress Reports*
- *One Additional Baseline Project Schedule Update*
- *Meeting Agendas, Minutes, and Task Log Updates (Additional Four Months)*

ASSUMPTIONS

- Additional four-month project management duration, with completion at the end of January 2024.
- Bi-weekly project coordination meetings with the City and consultant team

2.0 ADDITIONAL QUALITY ASSURANCE AND QUALITY CONTROL

In response to public outreach and subsequent direction from the City, the design's complexity has increased compared to what was anticipated at the time of original scoping. This added complexity and the addition of new work tasks, as outlined in this amendment, have increased the effort to complete quality control and quality assurance for MacKay Sposito and our subconsultant. This task provides an additional budget to cover the increased QA/QC. Please refer to additional tasks under the Civil Engineering section of this amendment for additional details.

3.0 ADDITIONAL GEOTECHNICAL AND HAZARDOUS MATERIALS (NV5)

Please refer to Appendix A for additional geotechnical and hazardous materials scope of work tasks and associated fees, which generally include additional pavement coring, additional hazardous materials field investigations, and unit paver section design within vehicular areas.

4.0 ENVIRONMENTAL EVALUATION AND PERMITTING

The original scope of work included Task 4.6 to complete a biological assessment and coordination for approval through WSDOT. Given the lack of federal or state funding through WSDOT, a biological assessment is no longer required for the project and is hereby removed from the scope and fee. Please refer to the original contract for full details of the original Biological Assessment scope and fee. A credit equal to the original fee for this work is included in the fee proposal for this amendment.

5.0 TRAFFIC ENGINEERING AND STREET LIGHTING DESIGN (DKS)

Please refer to Appendix B for additional traffic signal design scope of work and associated fees, which generally consist of providing plans, specifications, and engineer's estimate for replacing all existing signals within the project limits rather than signal modifications as assumed in the original scope of work. Placeholder budgets for DKS to provide signal modification design at the WSDOT-owned intersections of Main St. with Mill Plain and 15th and to provide one electrical vehicle charging station are also included in the amendment fee proposal. These are budget placeholders until a more detailed scope and fee proposal is prepared.

6.0 URBAN DESIGN (FIRST FORTY FEET)

Please refer to Appendix C for additional urban design support scope of work tasks and associated fees.

7.0 LANDSCAPE AND IRRIGATION DESIGN

No additional scope or fees associated with this task are being requested at this time.

8.0 CIVIL ENGINEERING

Through public engagement and as the design has progressed, there have been several City-directed changes to the design scope of work as outlined below. Please reference the original scope of work assumptions under the Civil Engineering task.

8.1 REVISE POTABLE WATER MAIN DESIGN

As part of the original contract, the consultant team aimed to reduce consultant costs where possible by utilizing the 2009 Main Street design previously completed by others to the maximum extent possible. This included retaining the 2009 potable water and sanitary sewer designs. The Main Street Promise original scope included reviewing the 2009 water and sewer designs and preparing a memorandum with findings and recommendations at the 30% submittal phase. The original contract did not include sewer or water-related submittals or work at the 60% submittal phase. The original scope included incorporating the 2009 designs into the new plans, specifications, and estimates beginning at the 90% submittal phase.

The December 21, 2022 "2009 Main Street Sewer and Water Design Review" memorandum prepared by MacKay Sposito identified that the 2009 water design did not meet certain current City of Vancouver design standards, including minimum separation requirements between the new potable water and sanitary sewer mains. The lack of separation may be due to the 2009 design considering the construction of a streetcar or trolley system, which required designing utilities to stay outside of the new track limits.

Following the City review of the December 2022 memorandum and given that a streetcar or trolley system is no longer part of the project, MacKay Sposito was directed to redesign the new potable water system to meet separation requirements. This required new design work and the following general tasks:

- 60% Submittal Phase
 - Assess and design a new horizontal water main alignment
 - Revisit cost estimating
 - Complete 60% water design QA/QC
 - Prepare and submit the 60% water design package for City review
 - Design coordination and 60% comment review coordination with the City's water department

- 90% Submittal Phase
 - Assess and design a new vertical water main alignment
 - Incorporate new water main design into the plans, specifications and estimate
 - Additional cost estimating work due to a new water main design

8.2 75% SANITARY SEWER DESIGN SUBMITTAL

As noted in the water main design revision item above, the original scope of work assumed that the 2009 sanitary sewer design would be utilized for the project and reviewed and incorporated at the 90% design submittal phase. Following the submittal of the 60% plans and estimate, the City's sanitary sewer department requested that MacKay Sposito provide an interim 75% sanitary sewer design submittal for review, which was not included in the original scope of work. This additional work includes the following general tasks:

- Prepare the 75% design and estimate and complete QA/QC
- Package for submittal to the City
- Review, coordinate, and address City review comments

8.3 CONCRETE INTERSECTION DESIGN

The original scope of work assumed that all intersections would be hot mixed asphalt concrete. The new design includes cement concrete sidewalks at eight intersections, which required the following additional tasks:

- Creating joint and scoring design and plan sheets
- Considering locations of at-grade structures (manholes, water valve cans, etc.) and incorporating them into the utility design and scoring layout
- Coordination with the urban design team and City's pavement management team for pavement sections and crosswalk patterns and materials

8.4 ADDITIONAL COST ESTIMATING DUE TO INCREASED DESIGN COMPLEXITY

The increased complexity of the design has required additional cost estimating effort at the 60%, 90% and 100% design submittals.

8.5 SOLID WASTE CONSOLIDATION COORDINATION

Through public engagement and coordination with businesses and the City's solid waste department, it was determined that consolidation of business solid waste collection was desired to improve corridor aesthetics and function. This additional work includes considering locations for new waste collection facilities, considering individual business needs, and coordinating with the City's team to determine potential locations and solutions.

8.6 ROOF DRAIN STORM MAIN DESIGN AND ADDITIONAL STORMWATER ANALYSIS

The original contract assumed a standard curbed street design and excluded the design of a new storm main system. The City directed the design team to design a curbless street to improve accessibility and function during festival events and street closures. Currently, existing roof drains from buildings discharge either to the sanitary sewer system, over the existing sidewalk, or through the existing curb. The existing vertical curb also prevents water from spreading onto the sidewalk and increases the capture efficiency of the stormwater inlets along the corridor. The new design proposes a curbless condition which requires the design of new storm mains in various locations to connect to existing roof drains and convey roof runoff to the existing storm system. The new design also proposes additional inlets to decrease the amount of ponding along the corridor

and increase the overall stormwater capture efficiency. This task covers the additional scope and costs associated with coordinating with the City's stormwater department and designing and analyzing the new storm main system at the 60%, 90%, and 100% design submittal phases.

8.7 ADDITIONAL STREETSCAPE DESIGN/DETAILS/SPECIFICATIONS

The original contract assumed the Main Street streetscape would be designed based on the Main Street District Design Handbook, which included one type of accent paver within the street section and a single bench product. Based on feedback from the Project Advisory Group and at the direction of the City, the new design proposes two types of pavers within the street section and multiple bench, chair, and table products to support a variety of seating options. This task covers the additional scope and costs associated with designing for and selecting multiple paver products and with designing a variety of seating layouts along the corridor.

8.8 ADDITIONAL BASEMENT INVESTIGATIONS AND COORDINATION

The original contract assumed basement investigations and coordination for the basement identified in the 2009 design plans. Upon further review of the corridor, information provided by the City's engineering team and fire department, and information provided by property and business owners, it was determined that additional investigations and coordination were needed to identify and confirm additional private basements that may extend into the public right of way and could be impacted by construction. This task includes the following:

- Additional coordination with the City to determine additional research and investigations needed.
- Attending site visits for up to ten additional basements.
- Additional coordination with the structural engineer for design and estimating to modify up to ten additional basements.

8.9 SILVA BOLDS FOUNTAIN MODIFICATIONS DESIGN AND COORDINATION

There is an existing fountain and art monument on the northwest corner of W 13th Street and Main Street. The original scope of work assumed the new roadway design would protect the fountain's current location and function. Following outreach efforts with Vancouver's Cultural, Arts, and Heritage Commission, original artist, and City staff, the City directed MacKay Sposito to investigate options for modifying the existing fountain to improve function, ease of maintenance, and reduce unwanted activities in the area. This task and its associated fee are included as budget placeholders until a more detailed scope and fee proposal is prepared.

9.0 PRIVATE UTILITY COORDINATION

No additional scope or fees associated with this task are being requested at this time.

10.0 PUBLIC OUTREACH

No additional scope or fees associated with this task are being requested at this time.

11.0 STRUCTURAL ENGINEERING (KRAMER GEHLEN)

Please refer to Appendix F for additional structural engineering scope of work and associated fees, which generally consist of assessing and providing coordination and structural engineering design for ten additional basements extending under the existing/new sidewalk. The ten additional basements are in addition to the original scope

basements identified in the 2009 Main Street design. MacKay Sposito's scope of work tasks and fees for supporting additional basement investigations are included under the Civil Engineering task.

12.0 CULTURAL INVESTIGATION (AINW)

Please refer to Appendix E for the Historic Property Treatment Plan scope of work and associated fees.

APPENDICES

APPENDIX A: GEOTECHNICAL - (NV5)

APPENDIX B: TRAFFIC ENGINEERING - (DKS)

APPENDIX C: URBAN DESIGN - (FIRST FORTY FEET)

APPENDIX F: STRUCTURAL ENGINEERING - (KRAMER GEHLEN)

APPENDIX G: CULTURAL INVESTIGATION - (AINW)

Project Name: Project Manager: MSI Job No.: Client Job No.: Date:		Main Street Streetscape – 5th to 15th St Juanita Rogers 17949 11/28/2023		MacKay Spostio															
				ESTIMATED HOURS & SUBCONSULTANTS															Total Budget Amount
				Principal	Project Manager - Design	Project Engineer	Engineer III	Design Technician III	Engineering Manager	Landscape Manager	Environmental Manager II	GIS Mapping Specialist II	Natural Resource Specialist IV	Total	NV5	DKS	First Forty Feet	KGA	
1.0 Addition Project Management (4 Months)	1.1 - Project Administration	4.00		6.00				8.00				\$3,607.84						\$3,607.84	
	1.3 - Project Team Meetings	28.00		28.00				28.00				\$17,257.80						\$17,257.80	
	1.4 - Subconsultant Coordination	40.00		32.00				20.00				\$19,281.08						\$19,281.08	
	Addition Project Management Subtotal											\$40,146.72						\$40,146.72	
2.0 Additional Quality Assurance and Quality Control	2.1 - Additional QA/QC Due to Increased Design Complexity (60/90/100)	12.00	30.00	24.00			30.00	20.00				\$22,805.40						\$22,805.40	
	QA/QC Subtotal											\$22,805.40						\$22,805.40	
3.0 Geotechnical/Hazardous Materials - NV5	3.1 - Geotechnical/Hazardous Materials												\$38,474.31					\$38,474.31	
	3.2 - Paver Block Pavement Design												\$6,128.39					\$6,128.39	
	Geotechnical/Hazardous Materials -NV5																	\$44,602.70	
4.0 Environmental Evaluation and Permitting	4.6 - Delete Biological Assessment								-75.00	-8.00	-87.00	(\$27,074.32)						(\$27,074.32)	
	Delete Biological Assessment											(\$27,074.32)						(\$27,074.32)	
5.0 Traffic Signal Design -DKS	5.1 Traffic Signal Design													\$29,549.00				\$29,549.00	
	5.2 EV Charging Design													\$15,119.00				\$15,119.00	
	Traffic Signal Design - DKS																	\$44,668.00	
6.0 Urban Design Refinements - First Forty Feet	6.1 Urban Design Refinements														\$38,743.00			\$38,743.00	
	Urban Design Refinements- First Forty Feet																	\$38,743.00	
8.0 - Civil Engineering	8.1 - Revise Potable Water Main Design	8.00	34.00	34.00	30.00	40.00	8.00					\$23,960.64						\$23,960.64	
	8.2 - 75% Sanitary Sewer Design Submittal	4.00	14.00		6.00	6.00	6.00					\$6,267.32						\$6,267.32	
	8.3 - Concrete Intersection Design	2.00	4.00		8.00	4.00	2.00					\$3,077.26						\$3,077.26	
	8.4 - Additional Cost Estimating Due to Increased Design Complexity	4.00	6.00	2.00	8.00							\$3,442.94						\$3,442.94	
	8.5 - Solid Waste Consolidation Coordination	6.00		20.00				20.00				\$8,884.12						\$8,884.12	
	8.6 - Roof Drain Storm Main Design and Additional Stormwater Analysis		20.00	30.00	30.00	16.00	4.00					\$15,150.70						\$15,150.70	
	8.7 - Additional Streetscaped Design/Details/Specifications	4.00	24.00		8.00	4.00	4.00					\$7,799.68						\$7,799.68	
	8.8 - Additional Basement Investigations/Coordination (MacKay Sposito)	8.00		30.00				4.00				\$7,859.72						\$7,859.72	
	8.9 - Silvia Bolds Fountain Modifications											\$30,000.00						\$30,000.00	
Civil Engineering Subtotal											\$106,442.38						\$106,442.38		
11.0 - Structural Engineering- Kramer Gehlen	11.1 - Structural Engineering														\$24,000.00			\$24,000.00	
	Structural Engineering -Kramer Gehlen																	\$24,000.00	
12.0 Cultural Investigation - AINW	12.1 - Historic Property Treatment Plan																\$8,162.03	\$8,162.03	
	12.2 - Construction Staging Area Cultural Resources																\$14,956.00	\$14,956.00	
	Historic Property Treatment Plan - AINW																	\$23,118.03	
Hours		120.00	132.00	206.00	90.00	70.00	54.00	100.00	-75.00	-8.00	-87.00								
Rate		245.92	191.45	169.64	121.41	111.69	200.79	200.79	194.56	134.36	131.12								
Total		\$29,510.40	\$25,271.40	\$34,945.84	\$10,926.90	\$7,818.30	\$10,842.66	\$20,079.00	(\$14,592.00)	(\$1,074.88)	(\$11,407.44)	\$142,320.18	\$44,602.70	\$44,668.00	\$38,743.00	\$24,000.00	\$23,118.03	\$317,451.91	
																	Subtotal	\$317,451.91	
																	Contingency	\$50,000.00	
																	Grand Total Amendment #1	\$367,451.91	

APPENDIX A

GEOTECHNICAL

NV5

GEOTECHNICAL ENGINEERING

BACKGROUND

Our soil borings for the signal pole design and utility installation recommendations were completed primarily within the adjacent parking areas where thin asphaltic concrete (AC) sections were encountered. We understand the City needs the pavement thickness within the travel lanes of Main Street between E 15th Street and W 5th Street. We propose to complete nine pavement cores through the AC and the aggregate base.

SCOPE

Field Work Coordination

NV5 will perform the following tasks prior to explorations.

- Prepare an exploration plan for the project. The plan will show the proposed drilling locations and other pertinent information. The exploration plan shall be submitted to the City for review and approval prior to commencement of drilling operations.
- Prepare traffic control plans (TCP) for the drilling locations and submit right-of-way permits to the City for approval. We have assumed right-of-way fees will be waived by the City. Vehicular flaggers and signing will be required. We have assumed right-of-way permit fees will be waived by the City of Vancouver.

Field Exploration

- Complete the following pavement cores at the site:
 - Nine pavement cores that will extend through the AC and underlying aggregate base.
- Maintain a log of AC and aggregate base depths and maintain a photolog of the AC core.

Geotechnical Report Preparation

- NV5 will prepare a draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations and comments including the following:
 - Design and construction criteria, including fill materials (dry and wet weather), compaction criteria
 - Slope stability for temporary and permanent cut slopes
 - Temporary shoring design recommendations
 - Geotechnical design criteria for signal and light poles
 - We understand pavement sections will be in conformance with City Standards and pavement design will not be required.
- NV5 will incorporate review comments from the design and ownership teams into the final Geotechnical Report and provide it prior to 90% design level.

Additional Geotechnical Deliverables

- AC Core Photographs and pavement core logs included in the final geotechnical report.

<u>Activity</u>	<u>Expenditures</u>
Pavement Cores	
NV5	
Project Management	\$1,000
Field Work	2,100
Report Edits	<u>1,050</u>
Subtotal	\$4,400
 Subcontractors/Fees	
Traffic Control Plans	\$1,100
Parking Fees	1,650
Flagging	6,750
Driller	<u>5,300</u>
Subtotal	\$14,800
 Pavement Core Total	\$19,200
 Remaining From Original Budget	\$20,660
 Remaining Budget Including Pavement Cores	\$1,460

Project Name: Main Street Streetscape – 5th to 15th St Project Manager: HazMat - Colby Hunt NV5 Job No.: Vancouver-42-02 Client Job No.: Date: 10/12/2022																					
											Expenses										Total Budget Amount
		Principal	Senior Project Manager	Project Manager I	Technical Specialist I	Staff II	Senior CAD Tech	Senior Project Assistant/Tech Editor	Support Staff	Total Labor	Field Equipment/Supplies	Laboratory Subcontractor	Traffic Control Subcontractor	Utility Locate Subcontractor	Drilling Subcontractor	Drum Pickup	Geophysical Survey Subcontractor	City of Vancouver Permitting	Total Expenses		
SUB3 - Hazardous Materials - NV5	Pre-Construction Investigation (Additional Geophysical Survey)	2.00		4.00		16.00	4.00	2.00	1.00	\$2,643.85	\$37.00						\$2,000.00		\$2,037.00	\$4,680.85	
	Subsurface Investigation	4.00		16.00		40.00	6.00	6.00	2.00	\$6,581.60	\$574.20	\$5,000.00		\$800.00	\$6,800.00	\$800.00		\$1,500.00	\$15,474.20	\$22,055.80	
	Additional Borings (contingency)	1.00		2.00		10.00				\$1,155.35	\$191.40	\$1,800.00		\$400.00	\$2,500.00				\$4,891.40	\$6,046.75	
	Specifications	1.00		4.00		8.00	2.00	2.00	0.50	\$1,580.74										\$1,580.74	
	Soil Management Plan (contingency)	4.00		8.00		24.00	3.00	4.00	1.00	\$4,110.17									\$0.00	\$4,110.17	
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HAZARDOUS MATERIALS

Additional Pre-Construction Exploration

A previous Pre-Construction Exploration indicated the presence of up to six USTs and two former UST excavations within the Study Area. Following the pre-construction exploration during the Level I Hazardous Material Discipline Report site visit, suspect UST fill ports were observed at three additional locations within the Study Area. NV5 will conduct an Additional Pre-Construction Exploration of the three additional locations to evaluate for the presence of USTs or UST cavities in these areas. The additional pre-construction investigation will include a geophysical survey consisting of both magnetometer and ground penetrating radar surveys.

Deliverables:

- Revised Draft Pre-Construction Exploration Report
- Final Pre-Construction Exploration Report

Subsurface Investigation

NV5 will conduct a subsurface investigation to evaluate for potential impacts to the Study Area from the apparent USTs and former UST excavations identified during the Pre-Construction Investigation and additional USTs/former UST excavations that may be identified during the additional Pre-Construction Exploration. The purpose of a subsurface investigation is to evaluate these areas for releases of petroleum hydrocarbons or hazardous substances that may impact the Project. The subsurface investigation will be completed in general accordance with ASTM Practice E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. The specific scope of the subsurface investigation will include the following:

- Coordinate and managed field activities, including access coordination, scheduling subcontractors, and scheduling NV5 personnel.
- Prepare an exploration plan for the project. The plan will show the proposed drilling locations, anticipated boring depths, and other pertinent information. The exploration plan will be submitted to the City for review and approval prior to commencing drilling operations.
- Contact the Washington one-call utility notification service to mark the locations of public utilities in the vicinity of the proposed borings.
- Subcontract a private utility locator to clear the planned exploration locations of potential utility conflicts
- Subcontract a licensed drilling subcontractor to advance up to 16 borings to depths up to 25 feet below ground surface (BGS) using direct-push drilling methods. In general, two borings will be advanced at each UST or UST excavation previously identified by NV5.
- Collect soil samples continuously from each boring for field screening and potential laboratory testing.
- Screen the soil samples in the field using visual and olfactory indicators, headspace vapor screening methods using a hand-held photoionization detector, and water sheen testing.
- Based on the field screening results, submit one soil sample from each boring to Pace Analytical of Mount Juliet, Tennessee, for analysis of the following:

- Gasoline-range hydrocarbons by Method NWTPH-Gx
- Diesel- and oil-range hydrocarbons by Method NWTPH-Dx
- Volatile organic compounds by EPA Method 8260C
- Polycyclic aromatic hydrocarbons by EPA Method 8270D SIM
- Total RCRA 8 metals by EPA Method 6020
- Summarize the results of the subsurface investigation in a draft subsurface investigation report, which will include borings logs, laboratory reports, and a discussion of the analytical results within the context of the Washington Department of Ecology's regulatory framework.

Additional Borings (Contingency Task)

If the Pre-Construction Investigation identifies additional USTs or former UST excavations, NV5 will advance up to six additional direct-push borings and collect up to six additional soil samples for analysis in accordance with the scope of services described above.

Deliverables:

- Draft Subsurface Investigation Report
- Final Subsurface Investigation Report

Construction Specifications

NV5 will prepare special provisions for project specifications that address contaminated media management. The special provisions will describe the location, depths, approximate quantities, and known contaminants in project media, management procedures, and health and safety protocols.

Deliverables:

- Draft Construction Specifications
- Final Construction Specifications

Soil Management Plan (Contingency Task)

If requested, NV5 will prepare a Soil Management Plan (SMP) for the project. The purpose of the SMP is to provide the earthwork contractor with guidance on the proper identification, handling, management, and disposal of contaminated media (i.e., soil, groundwater, and debris) and USTs that may be encountered during construction.

Deliverables:

- Draft Soil Management Plan
- Final Soil Management Plan

Assumptions

- Samples collected during this investigation will be analyzed on a standard (10-day) laboratory turnaround time.
- The locations of the proposed explorations will be free of equipment and other obstructions to drilling and sampling.
- Field activities for the subsurface investigation can be conducted in two field days during normal

business hours (between 7 a.m. and 6 p.m.)

- Field activities for the additional borings can be conducted in one field day during normally business hours.
- Based on preliminary information obtained from the City of Vancouver, subcontractor-developed traffic control plans or flaggers will not be required. If required, the anticipated additional costs for a subcontractor-prepared traffic control plan and flaggers is \$8,500.

Christensen, Ivar

From: Jason Irving <jirving@mackaysposito.com>
Sent: Monday, January 30, 2023 9:42 AM
To: Christensen, Ivar; Lopossa, Ryan; Brum, Teresa
Cc: Juanita Rogers; Kristen Currens
Subject: Main St - Additional NV5 Hazardous Materials and Pavement Coring Work
Attachments: Main St - NV5 Additional Pavement Cores Scope and Fee.docx; Main Street - NV5 Additional Hazardous Materials Scope and Fee.pdf; Main Street - NV5 Additional Hazardous Materials Fee.xlsx

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

Hi Ivar, Teresa, and Ryan,

Attached are scopes and fees from NV5 for the previously discussed additional pavement coring and hazardous materials (underground storage tank) work. The pavement coring work has been completed, and we were able to cover the costs under their existing geotechnical budget (no contract modification needed).

The additional hazardous materials work is estimated at around \$40k. Because WSDOT will not be processing NEPA, we can eliminate the biological assessment task related to permitting. The BA was budgeted for ~\$25k, and we can use those funds to help offset the additional hazardous materials costs. Please review the attached hazardous materials scope and fee and let us know if you have any comments, would like to discuss, or if we can proceed with preparing a formal contract amendment to eliminate the BA task and add the additional hazardous materials work.

Thank you,

Jason Irving, PE
Senior Engineer & Principal

360 334 5118 | 360 524 5707
JIrving@mackaysposito.com
<https://www.mackaysposito.com/>

*Approved for
future contract
amendment.
Please proceed
with this work.*

*Ivar Christensen
2/9/2023*

Paver Block Pavement Design

Main Street

Vancouver, Washington

Project: Vancouver 42-03

BACKGROUND

NV5 performed geotechnical engineering services for Main Street Streetscape project and furnished a report of geotechnical engineering services dated March 31, 2023. MacKay-Esposito has asked NV5 to provide additional services for paver block pavement design for areas with vehicular traffic.

SCOPE OF SERVICES

We will prepare the following design recommendation items:

- Paver section design for parallel parking areas,
- Paver section design feasibility/recommendations for crosswalks, and
- Paver section design for where the furnishing zone and building zone pavers cross commercial driveways.

We will provide a report of pavement engineering services presenting the above designs and recommendations.

SCHEDULE AND FEE

We are prepared to begin the work upon receiving your written notice to proceed and furnish a draft report within four to six weeks after receiving the notice.

Our services will be provided on a time-and-materials basis itemized below in accordance with the general terms and conditions and WSDOT ANTE rates set forth in the original contract dated 9/2/2022. An approximate itemization of our expenditures is presented as follows:

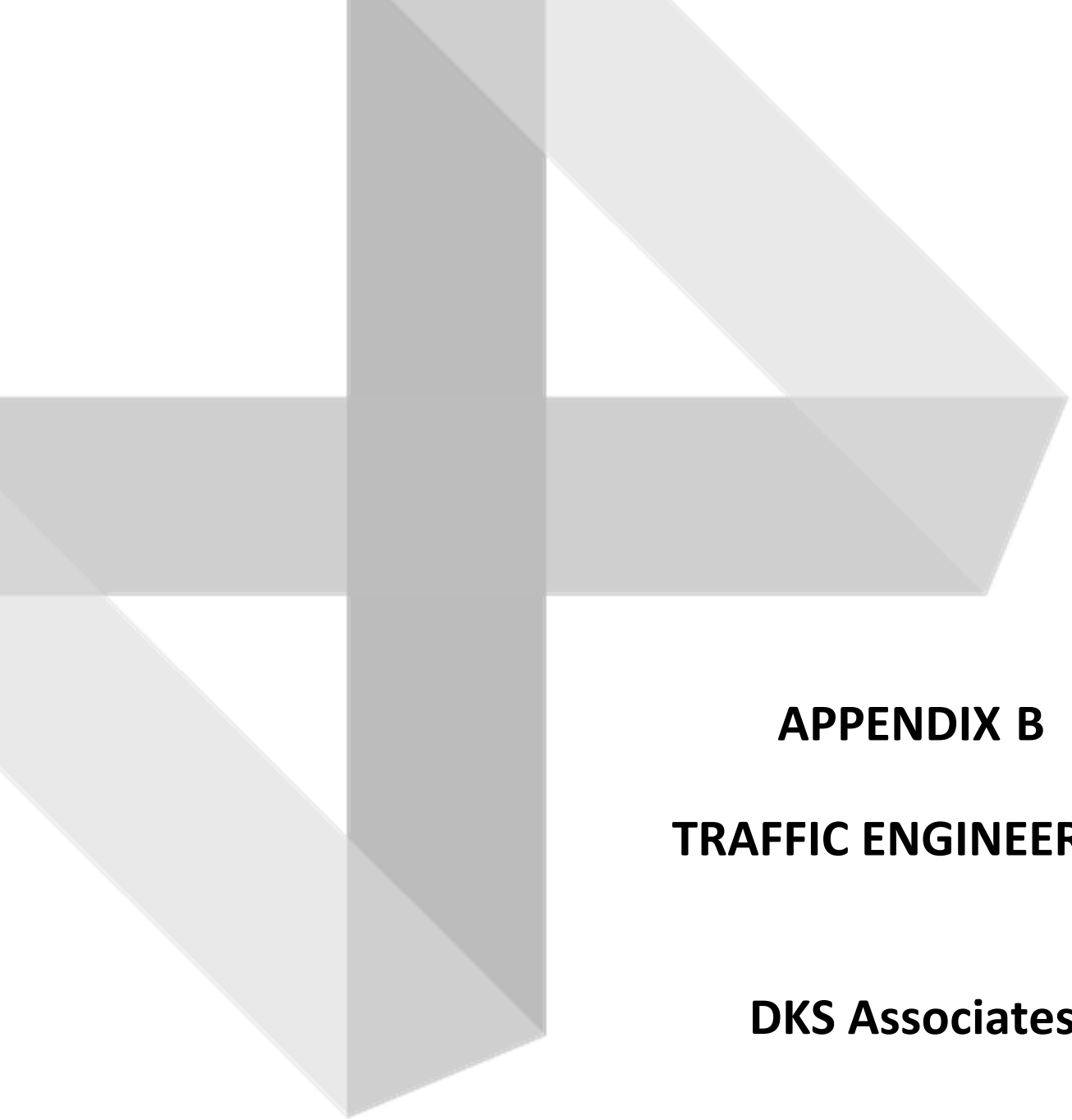
<u>Item</u>	<u>Fee</u>
NV5	
Analysis,	\$3,357.74
Report,	\$2,201.41
<u>Project Management</u>	<u>\$569.24</u>
Total	\$6,128.39

Our cost is based on the following assumptions:

- No field work will be required for this phase.
- You will provide the Traffic data including counts, classifications, growth rate, etc.

NV5 Main Street Paver Block Pavement Design

Item	Description	Principal	Senior Associate	Senior CAD Technician	Senior Project Assistant/ Technical Editor	Project Assistant/Technical Editor	Total
		\$226.92	\$142.31	\$96.44	\$70.63	\$75.99	
1	Subcontractor: Test Pit						
2	Subcontractor: CPT						
3	Subcontractor: Drilling						
4	Subcontractor: Utility Locate						
5	Field						
6	Lab						
7	Analysis	1	22				\$ 3,357.74
8	Report	1	10	2	4	1	\$ 2,201.41
9	Project Management		4				\$ 569.24
10	Specifications						
11	0						
12	0						
13	0						
		2	36	2	4	1	\$ 6,128.39



APPENDIX B

TRAFFIC ENGINEERING

DKS Associates



1050 SW 6th Avenue
Suite 600
Portland, OR 97204
503.243.3500
www.dksassociates.com

MAIN STREET PROMISE EV CHARGING DESIGN

SCOPE OF SERVICES FOR AMENDMENT #1

Task 4 – Traffic Signal Design

DKS shall prepare plans, specifications, and cost estimate for the modification of existing traffic signals at Main Street and 6th Street, Main Street and 8th Street, Main Street and Evergreen Boulevard, Main Street and Mill Plain, and Main Street and 15th Street to accommodate streetscape improvements. All traffic signal plans and specifications will conform to Manual on Uniform Traffic Control Devices, City of Vancouver, and National Electric Code standards as applicable. DKS will identify utility conflicts that will need to be resolved prior to traffic signal construction.

DKS will provide special provisions for the 60, 90%, and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- No temporary signal plans will be created.
- DKS will perform up to two project site visits during design.
- Base maps to be provided by MacKay Sposito.
- Foundation design to be provided by others.

The following design work is assumed at each signalized intersection:

- Main Street and 6th Street
 - All new traffic signal poles, signal heads, video detection, pedestrian pushbuttons, traffic signal cabinet, conduit, and wiring.
- Main Street and 8th Street
 - All new traffic signal poles, signal heads, video detection, pedestrian pushbuttons, traffic signal cabinet, conduit, and wiring.

- Main Street and Evergreen Boulevard
 - All new traffic signal poles, signal heads, video detection, pedestrian pushbuttons, traffic signal cabinet, conduit, and wiring.
- Main Street and Mill Plain Boulevard
 - New pedestrian pushbuttons, conduit, and wiring on affected corners.
- Main Street and 15th Street
 - New pedestrian pushbuttons, conduit, and wiring on affected corners.

Deliverables

- Traffic signal legend – 1 sheet
- Traffic signal plan – 5 sheets
- Traffic signal removal plan – 3 sheets
- Traffic signal details – 6 sheets
- Special Provisions
- Engineer's cost estimate

Task 7 – Electric Vehicle Charging Design

DKS will design up to 2 (two) electric vehicle charging stations on Main Street. DKS will coordinate with the City, the design team, and Clark Public Utilities to develop a high-level conceptual sketch showing EV charging station quantity, type, location, layout, and power source. Once DKS receives feedback and comments on the conceptual design, DKS will perform the electrical design and produce plans, specifications, and cost estimate for the Final design submittal.

Assumptions

- Up to 2 (two) level 2 chargers planned to service on-street parking locations on Main Street. It is expected that at least one location will be north of 11th Street where there is a higher concentration of office space.
- DKS will perform one project site visit during design.

Deliverables

The following will be prepared at Final submittals:

- Plan sheets
 - EV Charging Plan – Up to 2 sheets
 - EV details – 2 sheets
- Special Provisions
- Cost Estimate

Main Street Promise Traffic Signal and EV Design

Proposed budget by task - DKS Associates

11/2/2023

DKS Role	PIC Senior Transportation Engineer	PM Transportation Engineer 6	TE Transportation Engineer 6	TE Transportation Engineer 5	TE Transportation Engineer 4	DE Transportation Engineering Assistant	CAD CAD Technician 3	Admin Administrative Assistant 5			
Classification per ANTE Table											
Hourly Rate*	\$278.09	\$207.92	\$214.19	\$175.00	\$159.24	\$101.98	\$114.23	\$121.44	Labor	Expenses	Total
Task 4: Traffic Signal Design	2	16	4		60	80	60	2	\$29,549		\$29,549
Task 7: Electric Vehicle Charging Design	1	8		8	24	40	32	1	\$15,019	\$100	\$15,119
Total Non-Contingency	3	24	4	8	84	120	92	3	\$44,568	\$100	\$44,668

*Hourly rates are based on current actual all inclusive billing rates for projected staff. See ANTE table for Not to Exceed (NTE) rates for each classification.

Legend:

PIC = Principal-in-Charge

PM = Project Manager

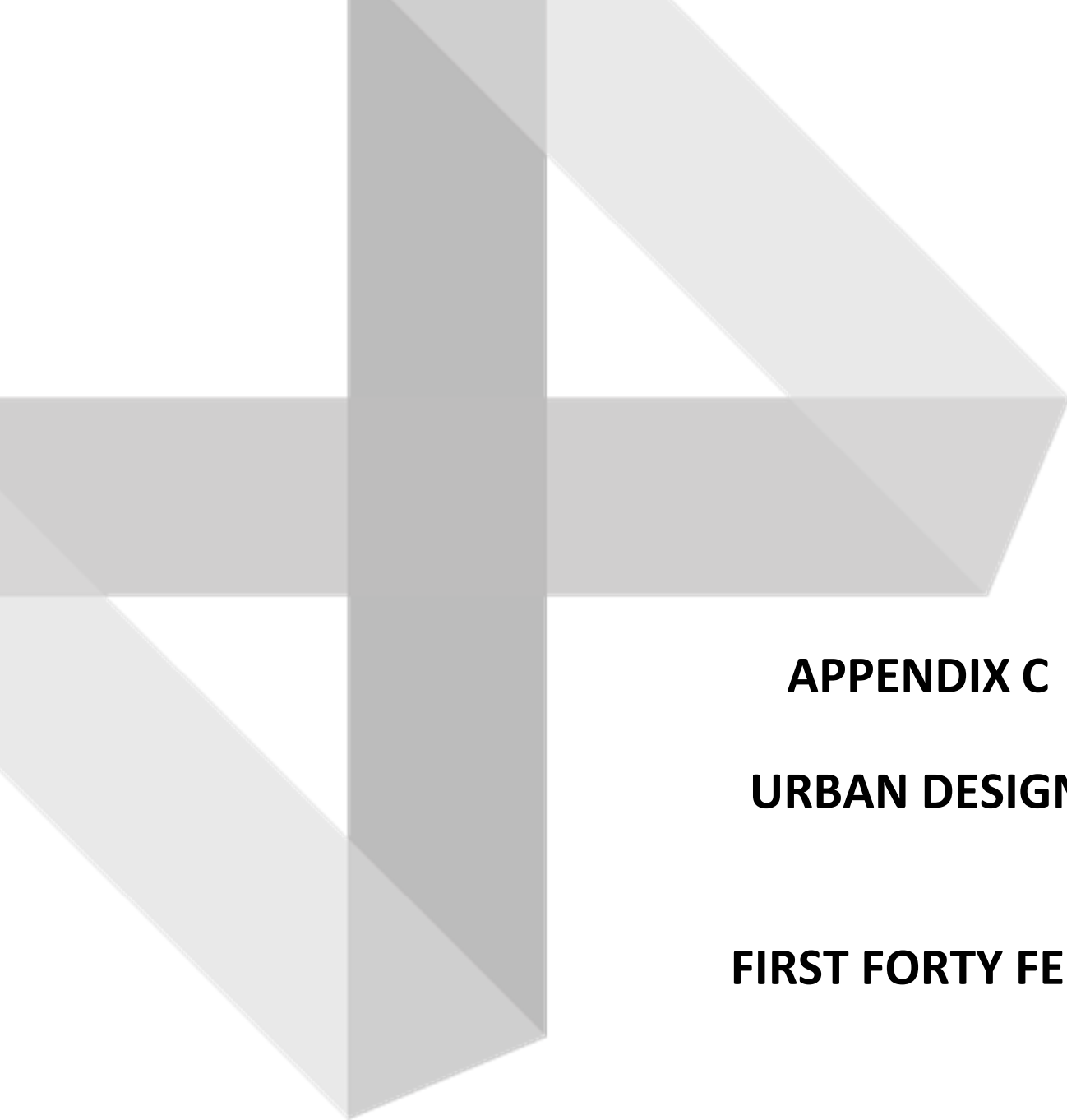
TE = Transportation Engineer

DE= Design Engineer

CAD = Drafter

Admin = Project Administrator

Expenses



APPENDIX C

URBAN DESIGN

FIRST FORTY FEET

Vancouver Main Street Promise – Streetscape Design Coordination & Review Scope of Work Amendment No. 1

Project Scope of Work

The First Forty Feet (FFF) Team will work with the prime consultant (MSi) to continue to provide Main Street streetscape design coordination, refinement, confirmation, and related streetscape design services. Our team will assist the overall team in the preparation of the final streetscape design, 100% construction drawings, and design specifications.

The following scope of work tasks describes how the FFF team will continue to collaborate with the overall team, including MacKay Sposito, PointNorth, Luna, VDA, and the City of Vancouver city staff, PAG, community members, and miscellaneous regulatory agencies to confirm the preferred design approach and support the translation into a final 100% design documentation.

Project Scope of Work Tasks

Task 1: Project Orientation

The FFF Team will coordinate with the MacKay Sposito team and the City of Vancouver (COV) on the project's remaining management structure, work plan, schedule, stakeholder meetings, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

FFF will provide scope of work administration, invoicing, and reporting for the Main Street Project to MacKay Sposito's project manager to include the following:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period.
2. Prepare a Contract Summary Matrix to accompany the monthly invoices. The Contract Summary will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and total amounts for each invoice. The summary will also list the total amount billed to date, activity, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the client for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Internal Team Project Meetings

The FFF team tasks includes attending internal project meetings necessary to successfully complete the project and prepare for Bi-weekly City meetings. The First Forty Feet project manager will coordinate with MacKay Sposito to determine design items, questions, and concerns needing to be addressed for each bi-weekly city meeting.

Subtask 1.3: City Update Meetings

FFF will attend bi-weekly city update meetings to support MSi in the development of the design documentation. FFF will support by asking key questions, presenting design refinements and alternative approaches, discussing concerns and challenges, and assist in making final decisions to meet the schedule of the project.

Anticipated Project Meetings	
City Update Meetings	10
Final Open House Event	01
Design Coordination Meetings	16
VDA Meetings (Public Art / Landscape Design	04
Accessibility Meetings (Tactile Striping)	01
City Materials Tour	01
PAG No. 4	01
Total:	34

Task 2: Design Refinements & Coordination (up to 100%)

Subtask 2.1: Design Management, Coordination, and Direction (Design Coordination Meetings)

FFF will attend Design Coordination Meetings with MacKay Sposito to review, investigate, and address the following:

- Investigate unique design elements.
 - 5th Street intersection
 - 7th street C-Tran intersection (Turtle Place)
 - Building columns over streetscape
 - Streetscape stop bars and road striping
 - Lighting design approach, phasing
 - Landscape Plan
 - Opportunities for rotating public art
 - Artline design specifications
 - Cross Street integration
 - Material Paving and Site Furnishings
 - Integration of all history resources
 - Design of 13th intersection
 - Design of 13th, Mill Plain, 15th (WashDot)
 - Discuss bike sharrows/bike infrastructure
 - Determine standards for driveways
 - Develop an approach to trash/recycling
 - Festival conditions
 - Confirm fire truck turning conditions.
 - Parking garage boundary treatment
 - Accessible tactile paving transitions
- Design concerns from community and PAG feedback
- City responses from the design team questions.
- Review technical linework, resolve unique design conditions

Subtask 2.2 Materials Tour

FFF will lead a materials site tour to 4-5 locations to discuss pros and cons of materials, including durability, maintenance, aging, design impacts, and construction methodology.

Subtask 2.3 Design Worksession (Community Feedback Integration)

FFF, MSi, and other team members to meet and discuss community feedback and PAG comments/concerns and how to best integrate feedback into the current design. FFF and MSi to create a list of strategies to be considered per community aspirations.

Subtask 2.4 Design Alternative Considerations and Illustratives

FFF to work with MSi's visualization team to update the corridor design to reflect design alternatives to be considered. Our team will work with MSi's visualization team to update the current design exhibits and create new illustratives, if needed-for review by the city. Design options will consider and address all bulleted design elements under Subtask 2.1

Deliverables:

- [Design Exhibits for each Subtask 2.1 design consideration](#)

Subtask 2.5 Design Coordination of Details

FFF to work with MSi to discuss and work through specific details of unique design elements, including those listed under Subtask 2.1. FFF will collaborate with MSi to produce specific details for paving, concrete scoring, material details, and tactile paving design. FFF will assist in the coordination of transitions-between paving areas, crossings, scoring, markings, striping, and landscape areas along the corridor.

Deliverables:

- [Design Exhibits illustrating design intent to assist in the update to the documentation set](#)

Subtask 2.6 VDA Meetings

FFF to work with MSi and VDA to develop a plan for public art integration, including rotating art displays, locating designated areas for future public art, finalizing the gateway art pieces, and discussing existing art to remain. FFF and MSi will meet with VDA to discuss aspects of the landscape design.

Deliverables:

- [Meetings Notes](#)
- [Design Refinements to reflect VDA feedback.](#)
- [Final map of public art locations and areas designated for future art](#)

Subtask 2.7 Accessibility Task Force Meetings

FFF to set up a meeting with the Accessibility Task Force to discuss accessible design of the streetscape and how the current design can be improved to support more accessible design features. We will create an agenda and talking points and exhibits to support the conversations.

Deliverables:

- [Meetings Notes](#)
- [Design Refinements to reflect task force feedback](#)

Subtask 2.8 Final Public Engagement

First Forty Feet will provide support to the overall design team on community engagement and public involvement. Our team will provide the following services and tasks to realize an equitable public involvement program and outreach effort.

- Attend the remaining public outreach events and activities and assist in the development presentation material, design content, design narratives, and exhibits to support the public involvement program and outreach intent.
- Assist in the presentation design content that reflects the vision and aspirations of the business community, city stakeholders, and community at-large.
- Review outreach content for newsletters, press releases, and other City platforms and provide clear narratives on progress, design development, and final design elements.

Deliverables:

- **Public Engagement Content and Exhibits**

Subtask 2.9 Confirmation of Final Design

FFF to work with MSi and the overall design team to confirm the final preferred streetscape plan and advise on the development of details and final documentation. FFF to provide weekly peer review of the plan set and workings drawings as they evolve from 60% to 100% documentation.

The contract subtotal will be a Fixed Fee of \$38,030 with reimbursable expenses estimated at \$1,902. Please see the fee spreadsheet attached outlining the hours per tasks.

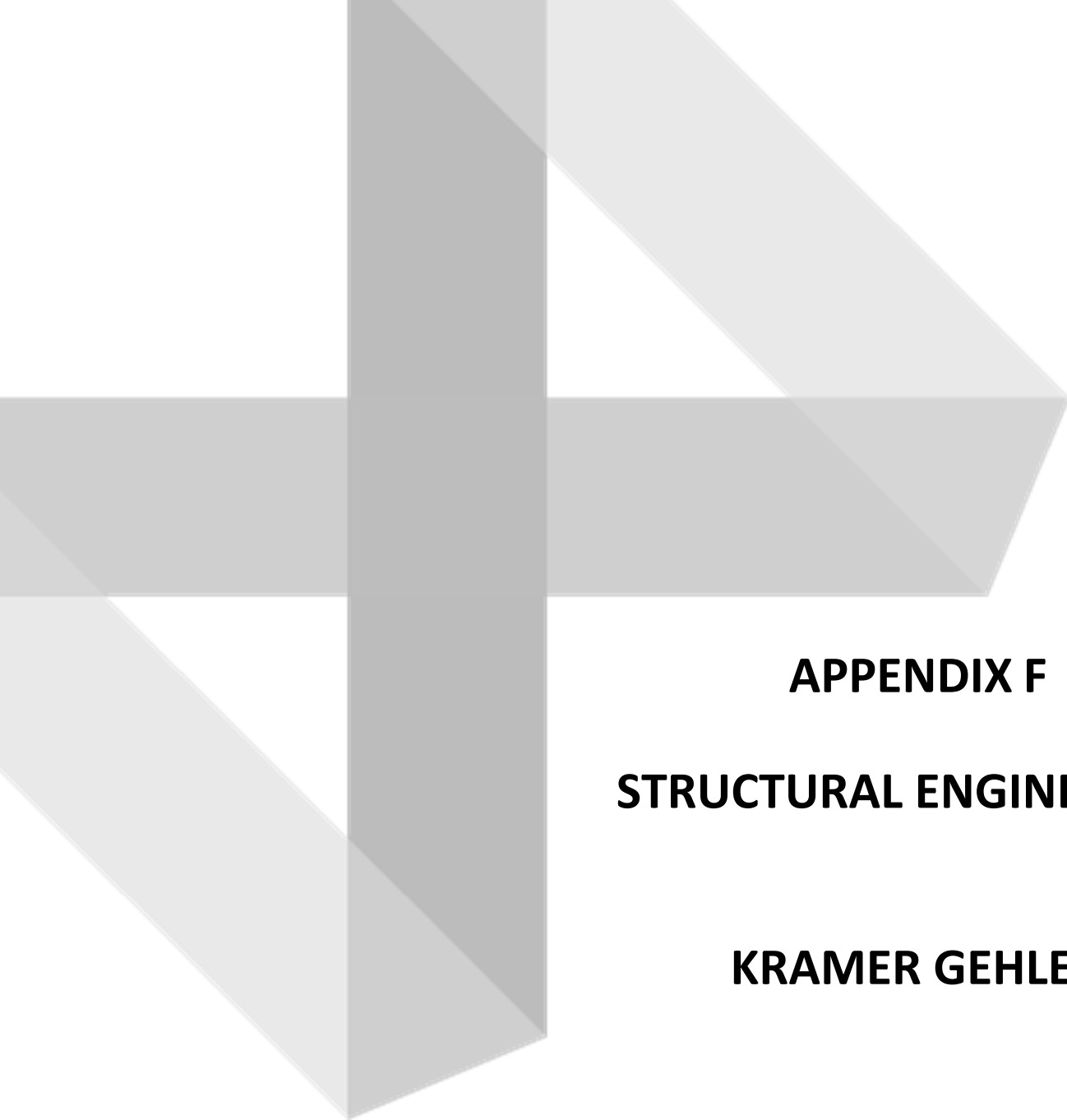
Thank you again for this opportunity to continue to be a partner in the success of the Main Street Promise. Please feel free to email or call us with any questions or clarifications.

Sincerely,



William A Grimm, RA
Principal

Vancouver Main Street Proposed Fee Schedule		First Forty Feet					
		W.Grimm	J. Graf	Staff			
		Design Manager	Design Strategy	Design Support			
		\$152.28	\$135.62	\$95.17			
TASK		SCOPE OF WORK			hours		
1		PROJECT MANAGEMENT					
1.1	Contract Administration, Invoicing, and Progress Reports				8.00	2.00	
1.2	Attend Internal Management Meetings				16.00	4.00	4.00
1.3	City Update Meetings				10.00	0.00	4.00
Subtotal Staff Hours					34.00	6.00	8.00
Subtotal Labor by Firm					48.00		
Subtotal Staff Labor Cost					5,178	814	761
Subtotal Labor Cost by Firm					6,753		
2		DESIGN REFINEMENTS + COORDINATION (up to 100%)					
2.1	Design Coordination Meetings				10.00	8.00	2.00
2.2	Materials Tour					8.00	
2.3	Design Worksession to discuss Open House 2 comments/concerns				16.00	16.00	8.00
2.4	Design Alternative Considerations - Illustratives				24.00	8.00	24.00
2.5	Design Coordination of Details / Unique Conditions				16.00	10.00	
2.6	PAG No. 4 - Design Review				12.00	10.00	16.00
2.7	VDA Meetings (Art Integration / Landscape Design				10.00	8.00	6.00
2.8	Accessibility Task Force Meeting/Prep				4.00		4.00
2.9	Final Engagement Event + Prep				8.00	8.00	8.00
2.10	Confirmation of Final Design + Updated Exhibits				10.00	8.00	24.00
Subtotal Staff Hours					110.00	84.00	92.00
Subtotal Labor by Firm					286		
Subtotal Staff Labor Cost					\$16,751	\$11,392	\$8,756
Subtotal Labor Cost by Firm					36,899		
Reimbursable Expenses (5%)					\$1,844.93		
Total Labor Cost					\$38,743		



APPENDIX F

STRUCTURAL ENGINEERING

KRAMER GEHLEN



KRAMER GEHLEN
& ASSOCIATES, INC.
805 Broadway Street
Suite 415
Vancouver, WA
98660

360-693-1621
503-289-2661

ADDITIONAL SERVICES REQUEST

Date: June 27, 2023
Project: Main Street Streetscapes Improvement
Project No.: 22210-00
Change No: 22210-01
Client: Mackay Sposito

Brief description of additional services:

We understand from our discussions that your firm is working on a contract amendment with the City of Vancouver. The purpose of the contract amendment is to cover the cost of out-of-scope work. One of the out-of-scope items that will be incurred is below grade basements extending under the sidewalk. It is anticipated that there could be as many as ten (10) more of these conditions yet to be identified and evaluated beyond what was originally anticipated and completed to this point.

We are requesting the following adjustments to our not to exceed budget sum:

Kramer Gehlen Associates, Inc.	Additional \$16,000.00
ACC Cost Consultants, LLC	Additional \$8,000.00

Invoicing will be on a time and materials basis not to exceed our stipulated fee above.

All Terms and Conditions of the original contract shall remain in effect. Services will proceed upon receipt of a signed copy of this form.

Offered by (Principal in Charge):

David Aronson 06-27-2023

Signature Date

David M. Aronson, PE, SE
Kramer Gehlen & Associates, Inc.

Accepted by (Client):

Signature Date

Mr. Jason Irving
Mackay Sposito



Seth J. Pszczolkowski

June 22, 2023

David M. Aronson
Kramer Gehlen & Associates
400 Columbia St. Suite 240
Vancouver, WA 98660

Subject: **City of Vancouver - Main Street Improvements Additional 10 Basements**
Construction Cost Estimating Services Fee Proposal

Dear David:

Thank you for the opportunity to be part of your team for the above project. Our proposed lump sum fee for estimating services will be:

Estimate Fee Breakdown	Labor	Hours		Hourly Rate	Sub-Total	Totals
90% Design Estimate	Principal	3.0	hrs.	\$196.00	\$588.00	\$4,533.00
	Sr. Estimator	16.0	hrs.	\$155.00	\$2,480.00	
	Estimator	12.4	hrs.	\$106.00	\$1,310.00	
	NIC	Mechanical	0.0	hrs.	\$172.00	\$0.00
	NIC	Electrical	0.0	hrs.	\$155.00	\$0.00
Reconcile - minor estimate update (1)	Principal	0.0	hrs.	\$196.00	\$0.00	
	Sr. Estimator	1.0	hrs.	\$155.00	\$155.00	
	NIC	M/E	0.0	hrs.	\$172.00	\$0.00
100% Design Estimate	Principal	2.0	hrs.	\$196.00	\$392.00	\$3,467.00
	Sr. Estimator	12.0	hrs.	\$155.00	\$1,860.00	
	Estimator	10.0	hrs.	\$106.00	\$1,060.00	
	NIC	Mechanical	0.0	hrs.	\$172.00	\$0.00
	NIC	Electrical	0.0	hrs.	\$155.00	\$0.00
Reconcile - minor estimate update (1)	Principal	0.0	hrs.	\$196.00	\$0.00	
	Sr. Estimator	1.0	hrs.	\$155.00	\$155.00	
	NIC	M/E	0.0	hrs.	\$172.00	\$0.00
Total Lump Sum Fee					\$8,000.00	\$8,000.00

ACC will provide conceptual level quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), electrical, mechanical and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, theatrical /stage equipment, aquatic pools/equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(0) alternates**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix. **Does not** include CMGC reconciliation unless noted otherwise.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

Printed Name: _____

Date: _____

Main Street Streetscape
Additional Service Request #1

November 3, 2023

Subconsultant: Kramer Gehlen Associates



Exhibit 1

Task		Billing Classification and Rate									Design Cost
		Principal	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer 3	Project Engineer 2	Project Engineer 1	Designer	Technician	Administrative	
Location		\$180	\$145	\$140	\$130	\$130	\$110	\$90	\$110	\$90	
1	Existing basemen in Right of Way site visit	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
2	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
3	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
4	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	4						3	3		\$ 1,320.00
5	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
6	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
7	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
8	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
9	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
10	Existing basemen in Right of Way Review	2									\$ 360.00
	Structural Design of either infill opening in basement wall or new reinforced concrete lid in right of way	3						3	3		\$ 1,140.00
											\$ -
											\$ -
		54	0	0	3	0	0	30	30	0	\$ 16,110.00
3rd Party Estimator											\$ 8,000.00

Round to \$16,000.00

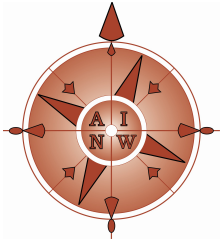
\$ 24,110.00



APPENDIX G

CULTURAL INVESTIGATIONS

AINW



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

June 29, 2023

Jason Irving, PE, Senior Engineer & Principal
MacKay Sposito
18405 SE Mill Palin Boulevard #100
Vancouver, WA 98683

Re: Main Street Streetscape Project - 5th to 15th Street
Vancouver, Washington
AINW Scope and Cost Estimate for Consulting Services

Dear Jason:

On behalf of MacKay Sposito and the City of Vancouver, AINW proposes to complete a Historic Property Treatment Plan for the Main Street Streetscape project. The plan will assist the City of Vancouver in complying with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR 800.

The plan would identify historic buildings of the APE that are eligible for or listing in the National Register of Historic Places (NRHP) (i.e., historic properties), placing an emphasis on those that have historic-period entryways or other features that have potential to be inadvertently damaged during project construction. The plan would outline the following for the City and its consultants, including the selected construction contractor.

- Potential forms of damage that may occur to specific aspects of the built environment.
- How to respond if a historic property is inadvertently damaged during construction.
- Who should be notified and/or consulted if a historic property is damaged, and when the notifications and consultation should occur.
- Possible pathways for repairing damage and best practices as outlined in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

AINW staff will draft the Historic Property Treatment Plan for review and approval by the City and the Washington Department of Archaeology and Historic Preservation (DAHP). A final version of the treatment plan will incorporate feedback from the City and DAHP.

Assumptions

- An AINW architectural historian will travel to the project area to collect photographs and other data to help refine treatment plan recommendations.

Deliverables

- Draft and final Historic Property Treatment Plan in Word/PDF format.

June 29, 2023

Page 2

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

The fee for services outlined in this agreement is **\$8,162.03**. A detailed accounting of AINW's fee is attached for your convenience. Let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Blaser". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Andrea Blaser, M.S.

Sr. PM/Sr. Architectural Historian/Historian

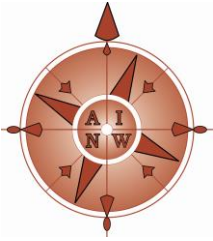
Archaeological Investigations Northwest, Inc.

CLIENT: MacKay Sposito/City of Vancouver

Project Name: Vancouver Main Street

Date: June 29, 2023

Task	Description	PI/PM/ Senior Archaeo.	PM/Senior Archaeo.	PM/Senior Architect. Hist	Architect. Historian	Supervising Archaeo. I	Graphics- GIS	Research/ Proj. Assist./ Proj. Admin	Field/Lab Archaeo. Assistant	Hours	Labor	Expenses	Total
1	Historic Property Treatment Plan		2	16	32		10			60	\$8,142.38	\$19.65	\$8,162.03
	Total Labor Hours	0	2	16	32	0	10	0	0	60			
	Labor Rates	\$220.31	\$211.73	\$166.58	\$105.87	\$124.55	\$166.58	\$104.31	\$77.84				
	Total Labor	\$0.00	\$423.46	\$2,665.28	\$3,387.84	\$0.00	\$1,665.80	\$0.00	\$0.00	\$8,142.38			
	DIRECT EXPENSES-Task 1	Each	Qty	Total									
	Vehicle Mileage 1 RT @ 30 miles	\$0.655	30	\$19.65									
	-	\$0.00	0	\$0.00									
	TOTAL EXPENSES - Task 1			\$19.65									
	TOTAL EXPENSES			\$19.65									
					FN = AINW ANTE 5/16/23								



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

MEMO

Date: November 7, 2023

To: Jason Irving, PE, Senior Engineer & Principal, MacKay Sposito

From: Nicholas Smits, M.A., R.P.A., Senior Archaeologist

Re: Main Street Streetscape Project - 5th to 15th Street, Vancouver, Washington
Supplemental Cultural Resource Survey for Added Staging Area

This proposal is to conduct a supplemental cultural resource survey for a staging area that has been added to the City of Vancouver's Main Street Promise project. The City owns three parcels (tax lot numbers 38828000, 39198000, and 38826000) on the north side of E 8th Street between C Street on the west and Reserve Street on the east. The City plans to use these parcels for staging equipment and materials during construction of the Main Street Promise project. The parcels are currently unpaved. To prepare them for use as a staging area, fabric will be placed over the existing ground surface and a 15 to 25-centimeter (cm) (6 to 10-inch [in]) layer of crushed rock aggregate base will be placed on top of the fabric. One or two construction entrances may be built. Other proposed ground disturbing activities may include installation of temporary fencing, erosion control, conduits for power, and shallow excavations for a concrete wash out station and a wheel wash.

AINW proposes to conduct a supplemental cultural resource study for the staging area in compliance with Section 106 of the National Historic Preservation Act, the Vancouver Municipal Code (VMC 20.710), and review by the Washington State Department of Archaeology and Historic Preservation (DAHP) under the State Environmental Policy Act, as may be applicable. Fieldwork will consist of a pedestrian survey and targeted shovel testing to look for evidence of buried archaeological deposits in specific areas where construction impacts are anticipated (for example, where construction entrances are planned). The survey will include preparing a supplemental technical report to meet compliance review under applicable federal, state, and local laws. The survey will be led by one of AINW's professional archaeologists.

Assumptions

- One known archaeological site, 45CL820, was previously recorded in the northern portion of the three parcels. The existing recorded boundary of the site will be avoided by the project.
- Transects for the pedestrian survey will be spaced 15 meters (50 feet) apart or less.
- Up to 4 shovel tests will be excavated to look for evidence of buried archaeological resources. The shovel tests will be targeted in areas where construction impacts are anticipated.
 - The shovel tests will measure a minimum of 30 cm (12 in) in diameter and will be excavated by hand to a depth of at least 50 cm (20 in) below the surface. Excavation of a sample of the shovel tests may be extended using a bucket auger measuring 15 cm (6 in) in diameter if needed.

- If artifacts are found during the fieldwork, they will be photographed and documented but not collected.
- Up to one archaeological site may be identified within the project area.

Deliverables

- Supplemental technical report, draft and final versions. Review comments on the draft will be addressed in the final report. Following approval from MacKay Sposito and the City, AINW will assist with submitting the report to the appropriate parties.
- If evidence of archaeological site is identified within the project area, an archaeological site form will be included as an appendix to the report.

Cost

- The estimated cost for services outlined in this agreement is an amount not to exceed **\$14,956.02**. A detailed accounting of the cost estimate is attached.

Out of Scope

- If an archaeological site is present within the project area, a permit from DAHP may or may not be needed to comply with state law (RCW 27.53). If evidence of an archaeological site is encountered, AINW will provide the project team with recommendations and options for any additional work that may be needed to comply with applicable laws regarding archaeological sites and DAHP permitting.

CLIENT: MacKay Sposito
PROJECT: Vancouver Main St. 5th-15th - Added Staging Area
OWNER: City of Vancouver
DATE: November 7, 2023

Cultural Resource Survey

[illegible]

City of Vancouver - Main Street Streetscape - 5th - 15th St
Rate Increase Request

MacKay Sposito, Inc 1325 SE Tech Center Drive, Ste. 140 Vancouver, WA 98683				
Job Classifications (Empty Types)		Original Contract Rate	New Rate	% Rate Increase*
Accounting Manager		\$152.80	\$158.76	3.90%
Administrative Assistant		\$85.69	\$89.03	3.90%
Administrative Coordinator		\$105.94	\$110.07	3.90%
Administrative Manager		\$161.79	\$168.10	3.90%
Public Outreach Coordinator		\$87.25	\$90.65	3.90%
Public Outreach Strategic Advisor		\$194.75	\$202.34	3.90%
Construction Inspector I		\$133.99	\$139.21	3.90%
Construction Inspector II		\$137.10	\$142.45	3.90%
Construction Inspector III		\$140.22	\$145.69	3.90%
Construction Inspector IV		\$146.45	\$152.16	3.90%
Construction Manager		\$167.79	\$174.34	3.90%
Creative Designer		\$105.94	\$110.07	3.90%
Design Technician I		\$91.92	\$95.51	3.90%
Design Technician II		\$101.27	\$105.22	3.90%
Design Technician III		\$107.50	\$111.69	3.90%
Design Technician IV		\$109.06	\$113.31	3.90%
Engineer I		\$102.83	\$106.84	3.90%
Engineer II		\$109.06	\$113.31	3.90%
Engineer III		\$116.85	\$121.41	3.90%
Engineer IV		\$126.20	\$131.12	3.90%
Engineering Manager		\$193.25	\$200.79	3.90%
Environmental Manager II		\$187.26	\$194.56	3.90%
Environmental Specialist I		\$105.94	\$110.07	3.90%
Field Engineer		\$115.29	\$119.79	3.90%
GIS Mapping Specialist II		\$129.31	\$134.36	3.90%
IT Technician/Support		\$62.32	\$64.75	3.90%
Land Surveyor I		\$124.64	\$129.50	3.90%
Land Surveyor IV		\$146.45	\$152.16	3.90%
Landscape Architect II		\$127.75	\$132.74	3.90%
Landscape Designer I		\$93.48	\$97.12	3.90%
Landscape Designer II		\$97.37	\$101.17	3.90%
Landscape Manager		\$193.25	\$200.79	3.90%
Natural Resource Specialist IV		\$126.20	\$131.12	3.90%
Planner		\$118.41	\$123.02	3.90%
Planning Director		\$194.46	\$202.04	3.90%
Planning Technician		\$82.57	\$85.79	3.90%
Principal		\$236.69	\$245.92	3.90%
Project Accountant		\$118.41	\$123.02	3.90%
Project Controls Manager		\$110.86	\$115.18	3.90%
Project Coordinator		\$91.92	\$95.51	3.90%
Project Engineer		\$163.28	\$169.64	3.90%
Project Manager		\$172.28	\$179.00	3.90%
Project Manager - Design		\$184.26	\$191.45	3.90%
Project Manager - Landscape		\$134.83	\$140.08	3.90%
Project Manager - Survey		\$157.30	\$163.43	3.90%
QAR		\$165.15	\$171.59	3.90%
Quality Manager		\$187.24	\$194.54	3.90%
Senior Civil Inspector		\$121.52	\$126.26	3.90%
Senior Construction Inspector		\$133.99	\$139.21	3.90%
Senior Construction Manager		\$186.96	\$194.25	3.90%
Senior Landscape Designer		\$130.87	\$135.97	3.90%
Senior Planner		\$124.64	\$129.50	3.90%
Senior Principal		\$359.53	\$373.55	3.90%
Senior Survey Party Chief		\$174.49	\$181.30	3.90%
Senior-Resident Engineer		\$163.29	\$169.66	3.90%
Software Engineer		\$143.80	\$149.41	3.90%
Stormwater Analyst		\$118.41	\$123.02	3.90%
Survey Instrument Person		\$90.36	\$93.89	3.90%
Survey Manager		\$185.76	\$193.00	3.90%
Survey Party Chief		\$102.83	\$106.84	3.90%
Survey Technician III		\$98.15	\$101.98	3.90%
Survey Technician IV		\$121.52	\$126.26	3.90%

CLARK COUNTY & CITY OF VANCOUVER
Archaeological Investigations Northwest, Inc.
3510 NE 122nd Avenue Portland, OR 97230

Job Classifications		Original Contract Rate		New Rate		% Rate Increase
Princ.Inv./PM/Sen.Archaeologist		\$210.55		\$220.32		4.64%
PI-PM/Senior Archaeologist		\$202.35		\$211.74		4.64%
PM/Senior Historian/Sen.Architl. Historian		\$159.20		\$166.59		4.64%
PM/Senior Archaeologist		\$143.73		\$150.40		4.64%
Architectural Historian		\$101.18		\$105.87		4.64%
Assist PM/Supervising Archaeologist		\$122.01		\$127.67		4.64%
Supervising Archaeologist		\$119.03		\$124.55		4.64%
Graphics-GIS		\$159.20		\$166.59		4.64%
Staff Archaeologist		\$86.30		\$90.30		4.64%
Research/ Project Admin./Project Assist.		\$99.69		\$104.32		4.64%
Archaeological Assistant (Field & Lab)		\$74.39		\$77.84		4.64%

FIRST FORTY FEET
412 NW COUCH STREET, SUITE 205
Portland, Oregon 97214

Job Classifications		Direct Labor Rate NTE*		Overhead NTE*		Fixed Fee NTE		All Inclusive Hourly Billing Rate NTE
				110.00%		10.00%		
Principal, Project Manager		65.92		\$72.51		\$13.84		\$152.27
Strategic Planner		58.71		\$64.58		\$12.33		\$135.62
Project Designer		50.47		\$55.52		\$10.60		\$116.59
Urban Designer		41.20		\$45.32		\$8.65		\$95.17



Staff Report: 234-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Primary Public Defense Services Contract - Vancouver Defenders

Key Points

- Vancouver Defenders is a local law firm that has provided public defense services to the City for indigent clients charged with misdemeanors since 2007.
- This contract secures the continued provision of these services from Vancouver Defenders for five years beginning January 1, 2024.
- Due to the high annual caseload for this position, the contract is based on the staff required to service the expected volume of work. Expenses include ten attorneys (at \$154,500 per attorney), two investigators (at \$63,469 per investigator), and one part-time social worker (\$30,000) for a total fee of \$1.7M in 2024. Rates will increase for each subsequent year of the five-year contract according to the U.S. Consumer Price Index (CPI).
- The total estimated cost of the contract over five years is \$9.1M.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

The City is constitutionally mandated to provide public defense services to all financially qualified persons who have been arrested or charged under any City ordinance which has a possible jail sentence. These services are provided through contracts with private attorneys.

The Primary public defense firm is the main provider of these services for indigent defendants, handling between 3,000 to 4,200 cases per year. Vancouver Defenders has been a longstanding and reliable service provider for the City, having served the City in this capacity since 2007.

On November 15, 2023, the City received one proposal (from Vancouver Defenders) in response to RFP 68-23 for Primary public defense services.

The \$1.7M annual cost for this new contract with Vancouver Defenders remains within an

acceptable price range for the services provided and reflects a cost adjustment on the City's part to account for several factors:

1. The increased amount of time required for evidence review as a result of the Vancouver Police Department's new body camera program.
2. The anticipated increase in case filings anticipated in 2024 due to an increase in the number of crimes likely to be charged relating to being unhoused (through the new Community Court program) that were not previously charged, the recent reclassification of Possession of Drug charges from felonies to gross misdemeanors, and other factors.
3. Compliance with Standard One of Washington Defender Association Standards for Public Defense Services, which states that compensation and benefit levels should be comparable to those of attorneys and staff in prosecutorial offices in the area.
4. Remaining competitive with rates paid by the County and other jurisdictions for similar services in an environment where qualified public defenders are in short supply and high demand.

Therefore, City staff recommends approving this contract with Vancouver Defenders under the terms set forth in the proposed agreement.

Advantage(s)

1. Approving this new contract with Vancouver Defenders, the longstanding service provider for this position, provides a seamless continuation of legally required public defense services for Vancouver's indigent defendants.
2. Increasing the rates paid as outlined in this contract enables the City to continue meeting State standards and remain competitive with other potential local employers in an environment where qualified public defense attorneys are in short supply.
3. The addition of an additional investigator and part-time social worker ensures that the City's designated Primary public defense firm will be able to continue providing a quality level of service for defendants despite an increasing workload.

Disadvantage(s)

Not approving the contract would result in a disruption in the City's ability to provide State-mandated public defense services for indigent defendants.

Budget Impact

The 2023-2024 Biennial Budget has an appropriation of \$1.5 million for Public Defense and related costs. This proposed contract increase, coupled with other related public defense contracts would require at least a \$2.1 million appropriation. Current budget does not have sufficient appropriation to cover the significant increase in the contract. Additional budget will need to be appropriated in one of the budget actions in 2024 and will put a significant strain on the next year's budget development.

Prior Council Review

N/A

Action Requested

On December 18, 2023, authorize the City Manager or designee to execute the contract for Primary public defense services to Vancouver Defenders of Vancouver, WA, USA for the terms set forth in the proposed agreement.

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

ATTACHMENTS:

- ▣ Service Contract C-101514 for Primary Public Defense Services



**CITY OF VANCOUVER
PRIMARY PUBLIC DEFENSE SERVICES AGREEMENT
No. C-101514**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 68-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

As more fully described in Section 3 of this Agreement, all services provided must meet the City’s adopted Standards for Indigent Defenses Services (see **Attachment A**).

The Scope of Work for this contract includes:

Section 1. Definitions

The following definitions control the interpretation of this Agreement:

- a. The term “Eligible Client” shall mean a defendant or a juvenile deemed to be handled as an adult, who is facing civil commitment or any other person who has been determined by a finding by the Court to be entitled to a court-appointed attorney, pursuant to RCW 10.101.020.
- b. The term “Representational Services” shall mean the services for which the City is to pay the Contractor. Representational services include lawyer services and appropriate support staff services, appropriate sentencing advocacy and services including, but not limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the City is to pay the Contractor do not include extraordinary expenses incurred in the representation of eligible clients. Where the lawyer determines that conducting an independent investigation is necessary to the proper defense of the Client, the City agrees that the Contractor will not be responsible for payment of extraordinary expenses incurred in the representation of eligible clients, subject to Section 4(n) below.
- c. The term “Case” shall mean representation of one person on one or more charging documents that arise out of a single criminal incident. Multiple citations or case numbers filed from the same incident are one case. Citations or case numbers that include charges that occurred on the same day are presumed to be one incident or one “case.” A charging document that includes charges from more than one date (separate incidents) is deemed one “case,” unless the court grants Contractor’s motion to sever the charges.

The term “Case” also shall mean representation of one person on one or more original case numbers where a probation violation(s) or show cause order has been filed and Contractor is appointed. However, a probation violation case is not counted as a separate, new “case” if the only alleged probation violation is commission of a new offense and Contractor is appointed on the new criminal case.

Reappointment of an attorney or law firm to a case, following a defendant’s arrest on a bench warrant for failure to appear, does not result in additional case credit under this Agreement.

- d. The term "Case Weighting" shall mean a numerical system, adopted by a jurisdiction, which recognizes the greater or lesser workload required for cases when compared to an average case based on complexity, seriousness of charges and time necessary to prepare for an adequate defense.
- e. The term "Disposition" shall mean 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that case number, including but not limited to misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence or the entry of an order of deferred prosecution
- f. The terms "District Court" or "Court" shall mean Clark County District Court.
- g. All other terms are intended to have a plain and ordinary meaning with a definition that can be derived from any modern English dictionary.

Section 2. Professional Conduct:

The Contractor shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Washington, the United States, the Vancouver Municipal Code, the Washington State Rules for Professional Conduct (RPC), the Washington State Supreme Court Standards effective October 1, 2012 and the Washington State Supreme Court Caseload Standards effective January 1, 2015. Nothing in this Agreement shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Contractor with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Agreement.

Nothing in this Agreement shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Contractor or any such confidential communications made to agents or employees of the Contractor for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.

Per Washington State's Supreme Court Standards, the caseload of a full-time public defense attorney or assigned counsel should not exceed four hundred (400) cases per year for misdemeanors. The Standards require each public defense attorney to "certify to the court that he or she complies with applicable Standards for Indigent Defense Services to

be approved by the Supreme Court”. Certifications of compliance (**Attachment B**) must be completed quarterly by each attorney and filed with District Court.

Attorneys and staff employed by the Contractor shall not solicit or accept any compensation, gifts, gratuities or services, of any kind, from any client served under this Agreement.

Section 3. Duties of Contractor:

- a. Contractor shall advise and provide legal defense services and assistance to eligible clients who have been arrested or charged under any City of Vancouver ordinance or RCW statute which has a possible jail sentence and whom the Contractor has been appointed to represent by the District Court. All legal services rendered by Contractor shall be of the highest quality and shall be provided at all stages of each assigned case.
- b. The Contractor shall accept all cases assigned by the District Court.
- c. The Contractor will notify the District Court and the City Attorney’s Office immediately upon any change in status of a client’s representation.
- d. Contractor shall represent eligible clients in all arraignments, pre-trials, trials, sentencings, probation violations, revocation proceedings, protest hearings, show cause hearings, hearings for review of sentence in all District Courts, and all necessary hearings, motions, and writs which may arise in Clark County District Court. No service shall be rendered with respect to any crime or proceeding which does not include the possibility of incarceration. Client representation under this Agreement shall not include any appeals or writs to a higher court.
- e. The Contractor shall receive and respond to all telephone calls on a twenty-four-hour basis prior to the first opportunity for court-appointed counsel, per Washington State Courts Rule CrRLJ 3.1 (b), (c)). The Contractor shall receive and respond in a timely manner to, at all times, all telephone calls from indigent persons whom Contractor has been appointed to represent. The Contractor shall not subcontract this requirement.
- f. The Contractor agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Agreement. Nothing in this section shall prohibit the Contractor from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment.

- g. The Contractor agrees that an attorney will make contact with all clients within three working days from notification of case assignment.
- h. Contractor shall provide representational services at Domestic Violence Court. For all other Clark County Specialty Courts including Mental Health Court, Substance Abuse Court (SAC), Domestic Violence Therapeutic Court (DVTC) and Veteran's Court the City contracts with Clark County to provide indigent defense counsel.
- i. To the extent it is practicable, Contractor shall have the capacity to communicate with clients directly in their primary language with the assistance of court-appointed certified interpreters. The Contractor shall convey all plea offers to clients in writing, in the client's preferred language.
- j. In the event that the Agreement is terminated or not renewed, complete the representation of all clients who have been referred by the Court during the period in which the Agreement is in effect for the compensation received or receivable under the terms of the Agreement, provided that completed representation is not made impossible by a client's failure to appear.
- k. The Contractor will hire, supervise and maintain quality staff. Contractor will be responsible for suspending, removing, or terminating personnel not adequately performing the duties and responsibilities assigned.
- l. Contractor shall comply with Washington State Supreme Court Standards, effective January 1, 2015, regarding allowable caseloads per attorney per year.
- m. Adequate support staff is critical to an attorney's ability to render competent assistance. Use of qualified paralegal staff to assist in management of caseloads is highly recommended. The parties agree and expect that at a minimum the Contractor will employ support staff services for its attorneys proportionate to the following:
 - 1. One full-time Legal Assistant for every four staff attorneys
 - 2. One full-time Legal Secretary for every four staff attorneys
- n. The Contractor shall coordinate investigation services on those cases requiring investigation. The Contractor shall also coordinate expert witnesses for those cases requiring expert witness testimony. The Contractor shall contact the City Contract Administrator for the expenditure of public funds prior to requesting copies of records or expert witness. Invoices for such services shall be sent directly to the City by the subcontractors; the Contractor will not be held liable for those expenses.

- o. The Contractor agrees to utilize Notice of Appearance Forms provided by the Clark County District Court which includes a notice statement that Defendants are obligated to pay the Indigent Defense Recovery Fee. The Contractor shall not impede the District Court from collecting such fees. The Contractor's duty of representation shall not be affected in any way by the payment or non-payment of such fees.
- p. Contractor shall engage in pre-trial negotiations with the City Attorney's office for the purpose of negotiating matters for the following week's mandatory pre-trial hearings.
- q. Contractor shall comply with all appearances and duties as may be required by District Court and/or the City for the term of this Agreement at no additional expense to the City.

Section 4. Client Communication:

Contractor agrees to use all good faith efforts to secure both continuous contact with defendants whom Contractor is appointed to represent and also regular attendance by clients at critical stages in the defendant's case. Such good faith efforts shall expressly include, but not be limited to, the following measures:

- a. Advising clients that regular contact is necessary to the preparation of their defense and employing all reasonable means to secure and maintain such contact.
- b. Clients shall be notified in advance of the date, time and location of all critical stages in the process of the client's particular case including, but not limited to, pretrial conferences, omnibus or other pretrial motions, readiness hearings, and trial. Offers shall be extended in writing to clients within five business days of receipt from the City Attorney's office. In any case, notification shall be provided early enough that the client has time to prepare for each stage.
- c. Advising clients that appearance at all regularly scheduled pre-trial hearings (both pre-trial and mandatory) with City prosecutors and the Contractor is required for effective assistance in the client's defense and encouraging such attendance. A mutually agreeable time will be scheduled with the Court's approval.
- d. Timely notification to the District Court when clients fail to make regular contact.

Section 5. Records, Reports & Audits

- a. All records shall be maintained by the Contractor. The Contractor shall maintain systems of internal control which conform to proper law office management and generally accepted accounting principles.

The Contractor must ensure that the City has full access to materials necessary to verify compliance with all terms of this Agreement. At any time, upon reasonable notice during business hours and as often as the City may deem necessary, the Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this Agreement. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Contractor must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than seven (7) years following the receipt of final payment under this Agreement, unless the City agrees in writing to an earlier disposition.

The Contractor agrees to cooperate with the City or its agent in the evaluation of the Contractor's performance under this Contract and to make available information reasonably required by any such evaluation process or ongoing reporting requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with Chapter 42.56 RCW.

- b. The Contractor shall report by the 15th day of April, July, October and January to the City's Contract Manager, the activity of the preceding quarter. In addition to other statistics the City may require, Contractor shall provide the following information:
 - 1. Name of the Defendant, case number(s) and charges
 - 2. Name of assigned attorney for each client.
 - 3. The outcome of each case, including defendants that plead guilty at arraignment.
 - 4. Verification that clients received a Client Rights brochure and a notification of the indigent recovery fee.
 - 5. Number of bench and jury trials.
 - 6. Number of suppression and *Knapstad* motions filed along with the number of cases where such motions led to the reduction of charges.
- c. The Contractor shall report annual activity by January 15th of each following year:
 - 1. Proof of Continuing Legal Education Credits. Such proof shall include name of attorney, identification of training and dates of training.

2. A profile of all personnel who perform work under this Agreement, including name and percentage of time devoted to work under this Agreement.
 3. An accounting of all City cases conflicted out to other attorneys.
- d. The Contractor shall maintain a case-reporting and management information system which shall include the number, type, and disposition of indigent cases.
 - e. The case reporting and management information system shall be maintained independently from client files in order to not disclose any privileged information. The Contractor shall not be required to provide any information when the revelation of which would violate any state or federal privacy laws, the attorney-client privilege, or which would otherwise harm the Contractor's attorney-client relationships.
 - f. The City's Public Defense Contract Manager may make periodic surveys of clients for the purpose of monitoring the quality of services provided and client satisfaction.
 - g. The Contractor shall meet with the City's Public Defense Contract Manager as requested to discuss issues and problems related to the fulfillment of this Agreement.

Section 6. Reservation Regarding Representation:

The Contractor agrees to screen all cases for conflicts of interest upon assignment and throughout the discovery process. Discovery shall be reviewed within five (5) days of receipt of case for purposes of determining any conflicts of interest. In the event the Contractor cannot represent a client because of an actual or potential conflict of interest under the Washington Code of Professional Responsibility, then the Contractor shall arrange for a City Conflict Attorney to represent the client. Contact information for said attorneys to be provided by the City's Contract Administrator. The Contractor will refer to the Washington State Rules of Professional Responsibility, opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts.

The Contractor, and each attorney employed or retained by the Contractor, reserve the right to decline to advise, represent, appear for, or act for any particular person, whether or not indigent or otherwise eligible, but only for good cause shown. Good cause includes, but is not limited to, conflicts of interest which preclude the Contractor or an attorney from acting pursuant to the Washington Rules of Professional Conduct. The Contractor and each attorney employed or retained by the Contractor, reserve the right to withdraw from representing any person or entity, whether or not indigent or otherwise eligible, providing the consent of the court, if required, is first obtained. The Contractor warrants that declinations will not be made except as required by law or legal ethics, and in the event of

a declination, will immediately notify the appropriate court as well as the City Attorney's Office.

Section 7. Complaints about Legal Services:

The Contractor shall have a method to respond promptly to client complaints which will include informing clients of the complaint process. In the case a complaint is made to the City by a client with respect to the quality of legal services rendered under this Agreement, the complaint shall be first directed to the Contractor. If the client believes that he or she has not received an adequate response, the Vancouver City Manager or his/her designee shall evaluate the legitimacy of the complaint. The complaining client shall be informed of the disposition of his /her complaint as soon as is reasonably possible.

The Contractor shall fully cooperate with the City and/or District Court in any reasonable investigation which the City and/or District Court may wish to make.

The Contractor shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Contractor shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Contractor Director or the Director's designee. Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Contractor.

Section 8. Client Access

The Contractor shall comply with federal and state laws regarding access to its facilities and will eliminate barriers which limit access for the disabled.

Section 9. Non-Waiver of Rights and Remedies:

In no event shall payment or performance by either party hereto constitute or be construed to be a waiver by either party of any breach of covenant or default which may then exist on the part of the other party, and the making of any such payment or the carrying out of any such performance while breach or default then existed, shall in no way impair or prejudice any right or remedy available to the paying or performing party with respect to such breach or default.

Section 10. Relation of Parties:

The Contractor, its sub-consultants, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The

Contractor, subconsultants, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

Section 11. City Not Obligated to Third Parties:

The City shall not be liable to any person or entity other than the Contractor because of this Agreement, except that the City will pay investigative, substance abuse evaluation and expert witness fees and additional associated services necessary in any case after a voucher has been submitted and approved by the Court in accordance with Washington State Courts Rules (CrRLJ 3.1 (f)).

Section 12. Limited Private Practice of Law:

The Contractor shall devote all time necessary to properly perform this Agreement. The Contractor is not limited from maintaining a private law practice. However, the Contractor shall not allow its private practice of law during the term of this Agreement to conflict with the Contractor's responsibilities and duties under this Agreement. As required in Section (5) the Contractor shall annually report to the City the number of hours billed for nonpublic defense legal services, including number and types of private cases.

Section 13: Minimum Requirements for Contractor Attorneys

- a. The Contractor shall utilize attorneys who satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court. Each attorney shall be familiar with the statutes, court rules, constitutional provisions, relevant case law, Rules of Professional Conduct, and the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.
- b. Each attorney must also be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction and be familiar with mental health issues and be able to identify the need to obtain expert services.
- c. Each attorney shall attend at least seven (7) hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which the Contractor provides legal services to eligible clients under the terms of this Agreement. Further, each attorney shall attend training approved by the Washington State Office of Public Defense at least once per calendar year. Such training may be counted in fulfilling the above 7-hour requirement. The Contractor will provide an annual report to the City demonstrating compliance with this provision.
- d. Each attorney representing any client assigned as a part of this Agreement shall meet the requirements above or work directly under the supervision of a senior, supervising

attorney employed by the Contractor, who meets the requirements above. Such supervising attorney shall have a minimum of five (5) years' experience practicing criminal law in Washington State. Such direct supervision shall continue until the attorney meets the requirements above.

Failure on the part of the Contractor to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Agreement.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$9,100,000.00 USD over the full duration of the 5-year Agreement.

In consideration for the Contractor's performance of the duties listed herein, the City will pay the Contractor \$154,500 per attorney for the 2024 calendar year, two full-time investigators at \$63,469 each, along with one part-time social worker at \$30,000. Based on an estimated annual caseload of 3,000- 4,200, ten (10) attorneys will be needed for the City's cases for 2024. Rates may increase for each subsequent year this Agreement runs according to the percentage change that occurred during the preceding calendar year in the U.S. Consumer Price Index for All Urban Consumers (U.S. CPI-U), using the data as published by the United States Department of Labor's Bureau of Labor Statistics, or its successor. This payment is intended to cover salary, benefits, insurance, support staff and all other administrative and overhead expenses associated with the provision of public defense services under this Agreement.

Total compensation for this Agreement in 2024 is \$1,701,938, to be paid in equal monthly installments of \$141,828 according to the cost table below:

Expense	Annual Payment per Position	Number of Positions	Total Annual Payment	Total Monthly Payment
Attorney	\$154,500	10	\$1,545,000	\$128,750
Investigator	\$63,469	2	\$126,938	\$10,578
Social Worker*	\$30,000	1	\$30,000	\$2,500
Total			\$1,701,938	\$141,828

Contractor will send monthly invoices for services and a list of attorneys who provided those services.

City and Contractor will evaluate the caseload on a quarterly basis and may choose to increase or decrease the number of attorneys necessary to meet the caseload standards. In the event an increase in attorneys is needed, the City will execute an amendment and agrees to pay a pro-rated portion of the annual amount per attorney based on the number of months remaining in the year. In the event that a decrease is needed in the number of attorneys, the monthly payment will be adjusted accordingly and Contractor will be responsible for refunding to the City any overpayment.

- a. In the event of Contractor's failure to substantially comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

3. INCORPORATION OF INDIGENT DEFENSE STANDARDS:

The City of Vancouver "District Court Indigent Defense Standards" adopted by City Council September 14, 2009 in compliance with R.C.W. 10.101.030, and a copy of which the Contractor acknowledges receipt, are attached as **Attachment A** and incorporated herein by reference as if fully set forth in this Agreement. The terms of such standards as they may be updated from time to time shall be binding upon both the City and the Contractor.

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

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Section 2.

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

- 5. TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2028. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
- 6. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
- 7. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

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

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

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

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

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

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

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

This Agreement may be terminated for either of the following reasons:

- 1) For good cause which may include any of the following:
 - (a) Failure of the attorney to render adequate representation to clients;
 - (b) Willful disregard of the rights and best interests of the client;
 - (c) Willful disregard of the WSBA Standards for Indigent Defense Services.
- 2) The professional liability insurance is cancelled. The Contractor shall be responsible for and maintain Professional liability insurance until the completion of all cases previously assigned to the Contractor, as set forth in Section 18, below.
- 3) The City may modify, suspend or terminate this Agreement due to amendments to or court interpretations of state or federal statutes that make some or all contract services ineligible for City funding.
- 4) If during the term of this Agreement, changes occur in Washington State law which mandate the City to provide indigent defense services by a method other than contracting, the City may terminate this Agreement by 15 (fifteen) days' written notice to any address specified by the Contractor, or as otherwise mandated by law.

14. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the time stated time, the City shall have the right to terminate the Agreement without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Agreement for convenience.

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

16. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

17. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

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

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

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

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

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

For the Contractor:
 Christie Emrich
 Vancouver Defenders, P.S.
 2300 Main Street
 Vancouver, WA 98660
 Email: cemrich@barrarlaw.com

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

20. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Vancouver Defenders, P.S.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

8/24/09
9/14/09

Attachment "A"
City of Vancouver's adopted Standards
for Indigent Defenses Services

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services for eligible persons who are entitled to representation; and

WHEREAS, under RCW 10.101.30, the State of Washington requires cities and counties to have adopted via ordinance, standards for the delivery of public defense services; and

WHEREAS, within available resources, the City desires to provide the best practical defense services to the City's indigent population; and

WHEREAS, Vancouver's current indigent defense standards were adopted November 8, 1990 and do not reflect current standards for contracts, compensation and caseloads.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Contract: All indigent defense services shall be paid pursuant to a written contract between the indigent defense attorney(s) and the City.

Section 2. Compensation: All indigent defense attorneys shall be reasonably compensated taking into consideration the experience and training of the attorney. Attorneys who have a conflict of interest shall not be required to select or compensate conflict counsel.

Section 3. Duties and Responsibilities of Council: All indigent defense contracts shall require that services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable Washington State Bar Association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants. Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.

Section 4. Malpractice Insurance: Indigent defense attorneys shall maintain malpractice insurance with agreed-upon policy limits.

Section 5. Caseload Limits and Types of Cases:

A. Caseloads should allow each attorney to give each client the time and effort necessary to ensure effective representation. No attorney or firm rendering indigent defense services shall accept workloads that interfere with the rendering of reasonable and quality representation. An attorney should not allow their private law practice to interfere with the competent representation of indigent defendants.

B. The caseload standards adopted by the Washington State Bar Association, Washington Defenders Association and/or American Bar Association shall be considered as guidelines. A case is defined as the filing of a document wherein a person is designated a defendant or respondent and an attorney is appointed by the court. Adjustments may be made wherein a full case is not attributed in the following non-exclusive circumstances:

1. A bench warrant is issued before a case is resolved

2. Probation violation, extradition, restitution hearings, etc. that do not require a full evidentiary hearing in which witnesses are called to testify.
3. Diversions, continuances for dismissal, misdemeanor compromises or similar dispositions
4. Drug court, dispositions to re-licensing programs, deferred prosecution or other similar procedures.
5. Early dismissal by a prosecutor based on lack of evidence or standard plea offers, based on the prosecutor's charging and plea bargaining practices or other reasons that dispose of a case without extensive litigation.
6. Withdrawal of counsel at an early stage of the case, due to conflict of interest or other reasons.

Section 6. Services other than Counsel: Reasonable compensation for expert witness, investigators and other services necessary for an adequate preparation and presentation of the defense case shall be provided pursuant to Criminal Rule for Courts of Limited Jurisdiction (CrRLJ) 3.1(f). Investigators when used should have criminal investigation training and experience.

Section 7. Administrative Expenses: Attorneys shall be responsible for paying all administrative expenses of their office or firm not otherwise provided for in these standards or in a contract. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of the contract. The contracting attorney shall demonstrate that their office is staffed by an appropriate number of administrative staff, legal assistants and other support services. Attorneys shall maintain an office for confidential meetings with clients.

Section 8. Reports of Attorney Activity:

A. Attorneys on contract shall maintain a case reporting and management information system which includes the number and type of cases, and disposition of each case. Any such system shall be maintained independently from client files so as to disclose no privileged information. Reports shall be submitted to the City as provided for in the contract. All of the above described information shall also be made available to the Clark County District Court Administrator or designee.

B. All records pertaining to expenses and billing shall conform to generally accepted accounting principals.

Section 9. Qualifications of Attorneys:

A. In order to assure that indigent accused received effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services must meet the following minimum professional qualifications:

B. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

C. Complete the hours of continuing education within each calendar year as set forth in Section 11.

D. Lead contracting attorneys shall have a minimum of three (3) year prior legal experience of which at least two (2) years shall have been devoted to practice in the area of criminal law.

E. Attorneys handling misdemeanor cases should meet requirements 9 (a) & (b).

Section 10. Legal Interns: Legal interns employed by an attorney with a City indigent defense contract must meet the requirements set out in APR 9. Legal interns shall receive training pursuant to APR 9.

Section 11. Training: Attorneys should participate in regular training programs in areas relating to their indigent defense practice. Each contracted attorney shall attend a minimum of fifteen hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which they provide legal services to eligible clients. Every attorney providing counsel to indigent defense accused should take the opportunity to review professional publications and tapes.

Section 12. Supervision: The training and supervision of indigent defense attorneys and staff shall be the sole responsibility of the individual attorney, law firm or agency that holds the indigent defense contract. A minimum of one full-time qualified supervisor in the office shall be provided.

Section 13. Monitoring and Evaluation of Attorneys: Contracts for indigent defense services will be systematically monitored and evaluated. Supervision and evaluation efforts should include review of time and caseload records and at least quarterly meetings with the City Manager or designated contract manager.

Section 14. Substitution of Attorneys or Assignment of Contracts: The attorney or firm engaged by the City to provide indigent defense service shall not subcontract with another firm or attorney to provide representation without prior written approval and shall remain directly involved in the provision of representation. Any indigent defense contract shall address the procedures for new counsel taking over upon the conclusion of the contract to ensure a smooth

transition upon non-renewal or termination, with the minimal possible detriment to the indigent client.

Section 15. Limitations of Private Practice for Contract Attorneys: Contracts for indigent defense attorneys with private attorneys or firms may set limits on the number of private or special appointment cases which can be accepted by the contracting attorney or provide that the indigent defense contract be a priority over private or special appointment caseloads. An attorney or firm rendering indigent defense services shall not allow their private practice or special appointments to diminish their ability to represent indigent defense clients that they are obligated to serve by any contract.

Section 16. Disposition of Client Complaints: A method to respond promptly to indigent defendant complaints shall be included in the contract. Complaints should first be directed to the attorney, firm or agency which provides representation. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court to withdraw and substitute new counsel. If the indigent defendant believes he or she has not received an adequate response, the City Manager or designee shall evaluate the legitimacy of the complaint. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

Section 17. Cause for Termination or Removal of Attorney: Contracts for indigent defense services should include grounds for termination of the contract by the parties. Termination of an attorney's contract should only be for good cause. Good cause shall include the failure of the attorney to render adequate representation to the clients; willful disregard of the

rights and best interests of the clients; the willful disregard of standards herein addressed or violations of the Rules of Professional Conduct.

Section 18. Guidelines for Awarding Defense Contracts:

A. The City should award contracts for indigent defense services only after determining that the attorney or firm chosen can meet acceptable professional standards and qualifications. Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms seeking contracts for indigent defense services must demonstrate their ability to meet these standards.

B. Prosecutors and law enforcement officers shall not select the attorneys who will provide indigent defense services.

Section 19. Non-Discrimination: Neither the City, its selection of an attorney, firm or agency to provide indigent defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital or military status, sex, sexual orientation or disability.

Section 20. Effective date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time: August 24, 2009
Ayes: Councilmembers Campbell, Smith, Leavitt, Stewart
Nays: Councilmembers Harris, Jollota, Pollard
Absent: Councilmembers None

Read second time: September 14, 2009

PASSED by the following vote:

Ayes: Councilmembers Campbell, Smith, Heavitt, Harris
Pollota, Pollard

Nays: Councilmembers None

Absent: Councilmembers Stewart

SIGNED this 14th day of September, 2009.



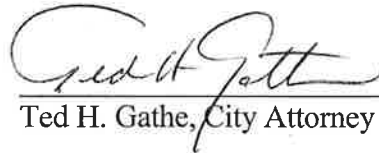
Royce E. Pollard, Mayor

Attest:



R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



Ted H. Gathe, City Attorney

SUMMARY

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date thirty (30) days following the date of final adoption.

Attachment "B"

Certification of Compliance

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF CLARK

CHECK APPLICABLE CASES: ___ STATE CASES; ___ CITY OF VANCOUVER
CASES;

In Re: Certification of Compliance for	)	
	)	CERTIFICATION OF APPOINTED COUNSEL
	)	OF COMPLIANCE WITH STANDARDS
_____	)	REQUIRED BY CrRLJ 3.1(d)(4)
[Attorney Name]	)	
	)	

The undersigned attorney hereby certifies:

1. Approximately ____% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:

a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.

b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.

c. **Investigators:** I have investigators available to me and will use investigation services as appropriate, in compliance with Standard 6.1.

d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases.

Attorney Signature

Attorney Printed Name

WSBA #

Date



Staff Report: 235-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Conflict Public Defense Services Contract - Andrews Terry Jeffers LLP

Key Points

- Andrews Terry Jeffers LLP is a local law firm that has provided public defense services to the City for indigent clients charged with misdemeanors for the past year.
- This contract secures the provision of these services from Andrews Terry Jeffers LLP for 3 years beginning January 1, 2024, with the option to extend the contract for two (2) additional one-year terms.
- The contract is based on a per-case fee of \$450 in 2024, with stepped annual increases of \$25 for the following two years (2025 and 2026). Based on an estimated 150 cases, the total annual value of the contract for 2024 is expected to be \$67,500. If either or both of the option years are exercised, the City and contractor agree to negotiate further on whether any change in the contract amount is warranted.
- The total estimated cost value of the contract over five years is \$380,000.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

The City is constitutionally mandated to provide public defense services to all financially qualified persons who have been arrested or charged under any City ordinance which has a possible jail sentence. These services are provided through contracts with private attorneys.

On occasion, the Primary public defense firm may have a conflict of interest with a defendant and/or there are co-defendants for a particular case. On these occasions, the case will be referred to a Conflict public defense firm to provide the necessary legal defense services. The annual caseload for Conflict public defense firm has averaged approximately 150 cases per year over the past several years in Vancouver.

On November 15, 2023, the City received 1 proposal (from Andrews Terry Jeffers LLP) in response to RFP 69-23 for conflict public defense services. Staff negotiated with the firm to arrive at a mutually agreeable rate, which is presented here.

Over the past several years, the per-case fee for this contract has been approximately \$350 - \$375 per case. The \$450 per case rate for this new contract with Andrews Terry Jeffers LLP remains within an acceptable price range for the services provided and reflects a cost adjustment on the City's part to a.) account for the increased amount of time required for evidence review as a result of the Vancouver Police Department's new body camera program; b.) to meet Standard One of Washington Defender Association Standards for Public Defense Services, which states that compensation and benefit levels should be comparable to those of attorneys and staff in prosecutorial offices in the area; and c.) to remain competitive with rates paid by the County and other jurisdictions for similar services in an environment where qualified public defenders are in short supply and high demand.

Therefore, City staff recommends approving this contract with Andrews Terry Jeffers LLP under the terms set forth in the proposed agreement.

Advantage(s)

1. Approving this new contract with Andrews Terry Jeffers LLP, the current service provider for this position, provides a seamless continuation of legally required public defense services for Vancouver's indigent defendants.
2. Increasing the rates paid as outlined in this contract enables the City to continue meeting State standards and remain competitive with other potential local employers in an environment where qualified public defense attorneys are in short supply.

Disadvantage(s)

Not approving the contract would result in a disruption in the City's ability to provide State-mandated public defense services for indigent defendants.

Budget Impact

The total 5-year expenditures under the new contract, assuming both of the two one-year extension options are exercised, is estimated to be approximately \$380,000. Annual expenditures are expected to range from \$67,500 to \$82,500 from 2024 through 2028 on account of incremental increases to the contract. These estimates are based on an average annual caseload of 150 cases; an increase or decrease in the annual caseload could affect these totals. There is sufficient budget appropriation for Public Defense services in the 2024 Budget to cover the cost of this contract.

Prior Council Review

N/A

Action Requested

On December 18, 2023, authorize the City Manager or designee to execute the contract for Conflict public defense services to Andrews Terry Jeffers LLP of Vancouver, WA, USA for the

terms set forth in the proposed agreement.

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

ATTACHMENTS:

- ▣ Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101510**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 69-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

As more fully described in Section 3 of this Agreement, all services provided must meet the City's adopted Standards for Indigent Defenses Services (see **Attachment C**).

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

2. COMPENSATION: Payment to the Contractor for the work described in this Agreement shall not exceed \$380,000.00 USD through the end of the 2028 calendar year, the maximum possible length of the Agreement.

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

Compensation is limited to the amount specified on a per-case basis, unless amended in writing. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

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

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

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

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

4. TERM OF AGREEMENT: The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2026. City reserves the option for two extensions to this contract in one (1) year increments. Contract shall not exceed a total of five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. ORDER OF PRECEDENCE: Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. RELATION OF PARTIES: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. SUBCONTRACTING: The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

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

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

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

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

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

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

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

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

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

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

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

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

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

- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Cami Micu
Andrews Terry Jeffers LLP
108 E Mill Plain Blvd
Vancouver, WA 98660
Email: jterry@mbavancouverlaw.com

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

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

21. RATIFICATION: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

22. GOVERNING LAW/VENUE: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

23. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

24. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment pursuant to chapter 42.56 RCW for withholding or delaying public disclosure of such information.

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

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Andrews Terry Jeffers LLP

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”:

Scope of Work

The Scope of Work for this contract includes:

Section 1. Definitions

The following definitions control the interpretation of this Agreement:

- a. The term “Eligible Client” shall mean a defendant or a juvenile deemed to be handled as an adult, who is facing civil commitment or any other person who has been determined by a finding by the Court to be entitled to a court-appointed attorney, pursuant to RCW 10.101.020.
- b. The term “Representational Services” shall mean the services for which the City is to pay the Conflict Contractor. Representational services include lawyer services and appropriate support staff services, appropriate sentencing advocacy and services including, but not limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the City is to pay the Conflict Contractor do not include extraordinary expenses incurred in the representation of eligible clients. Where the lawyer determines that conducting an independent investigation is necessary to the proper defense of the Client, the City agrees that the Conflict Contractor will not be responsible for payment of extraordinary expenses incurred in the representation of eligible clients, subject to Section 4(n) below.
- c. The term “Case” shall mean representation of one person on one or more charging documents that arise out of a single criminal incident. Multiple citations or case numbers filed from the same incident are one case. Citations or case numbers that include charges that occurred on the same day are presumed to be one incident or one “case.” A charging document that includes charges from more than one date (separate incidents) is deemed one “case,” unless the court grants Conflict Contractor’s motion to sever the charges.

The term “Case” also shall mean representation of one person on one or more original case numbers where a probation violation(s) or show cause order has been filed and Conflict Contractor is appointed. However, a probation violation case is not counted as a separate, new “case” if the only alleged probation violation is commission of a new offense and Conflict Contractor is appointed on the new criminal case.

Reappointment of an attorney or law firm to a case, following a defendant's arrest on a bench warrant for failure to appear, does not result in additional case credit under this Agreement.

- d. The term "Case Weighting" shall mean a numerical system, adopted by a jurisdiction, which recognizes the greater or lesser workload required for cases when compared to an average case based on complexity, seriousness of charges and time necessary to prepare for an adequate defense.
- e. The term "Disposition" shall mean 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that case number, including but not limited to misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence or the entry of an order of deferred prosecution
- f. The terms "District Court" or "Court" shall mean Clark County District Court.
- g. All other terms are intended to have a plain and ordinary meaning with a definition that can be derived from any modern English dictionary.

Section 2. Professional Conduct:

The Conflict Contractor shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Washington, the United States, the Vancouver Municipal Code, the Washington State Rules for Professional Conduct (RPC), the Washington State Supreme Court Standards effective October 1, 2012 and the Washington State Supreme Court Caseload Standards effective January 1, 2015. Nothing in this Agreement shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Conflict Contractor with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Agreement.

Nothing in this Agreement shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Conflict Contractor or any such confidential communications made to agents or employees of the Conflict Contractor for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.

Per Washington State's Supreme Court Standards, the caseload of a full-time public defense attorney or assigned counsel should not exceed four hundred (400) cases per year for misdemeanors. The Standards require each public defense attorney to "certify to the court that he or she complies with applicable Standards for Indigent Defense Services to be approved by the Supreme Court". Certifications of compliance (**Attachment D**) must be completed quarterly by each attorney and filed with District Court.

Attorneys and staff employed by the Conflict Contractor shall not solicit or accept any compensation, gifts, gratuities or services, of any kind, from any client served under this Agreement.

Section 3. Duties of Conflict Contractor:

- a. Conflict Contractor shall advise and provide legal defense services and assistance to eligible clients who have been arrested or charged under any City of Vancouver ordinance or RCW statute which has a possible jail sentence and whom the Conflict Contractor has been appointed to represent by the District Court. All legal services rendered by Conflict Contractor shall be of the highest quality and shall be provided at all stages of each assigned case.
- b. The Conflict Contractor shall accept case assignments for which the Primary Defender has a conflict and/or there are co-defendants. The Primary Defender may also refer cases to the Conflict Contractor if the defendant is already represented by the Conflict Contractor on another open pending case in Court.
- c. The Conflict Contractor shall accept case assignments from the Court if there is an immediate need for representation at a hearing and the Primary Defender is unable to represent the client due to a conflict. Immediate case assignments include situations where the Conflict Contractor must report to a bench warrant hearing because the Primary Defender is unable to represent the client due to a conflict. The Conflict Contractor's duty of representation ends after a citation is written and signed by the arresting officer. However, the Conflict Contractor may be appointed later by the Court to represent that person in further proceedings.
- d. The Conflict Contractor will notify the District Court and the City Attorney's Office immediately upon any change in status of a client's representation.
- e. Conflict Contractor shall represent eligible clients in all arraignments, pre-trials, trials, sentencings, probation violations, revocation proceedings, protest hearings, show cause hearings, hearings for review of sentence in all District Courts, and all necessary hearings, motions, and writs which may arise in Clark County District Court. No

service shall be rendered with respect to any crime or proceeding which does not include the possibility of incarceration. Client representation under this Agreement shall not include any appeals or writs to higher court.

- f. The Conflict Contractor shall receive and respond to all telephone calls on a twenty-four-hour basis prior to the first opportunity for court appointed counsel, per Washington State Courts Rule CrRLJ 3.1 (b), (c)). The Conflict Contractor shall receive and respond in a timely manner to, at all times, all telephone calls from indigent persons whom Conflict Contractor has been appointed to represent. The Conflict Contractor shall not subcontract this requirement.
- g. The Conflict Contractor agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Agreement. Nothing in this section shall prohibit the Conflict Contractor from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment
- h. The Conflict Contractor agrees that an attorney will make contact with all clients within three working days from notification of case assignment.
- i. Conflict Contractor shall provide representational services at Domestic Violence Court. For all other Clark County Specialty Courts including Mental Health Court, Substance Abuse Court (SAC), Domestic Violence Therapeutic Court (DVTC) and Veteran's Court the City contracts with Clark County to provide indigent defense counsel.
- j. To the extent it is practicable, Conflict Contractor shall have the capacity to communicate with clients directly in their primary language with the assistance of court appointed certified interpreters. The Conflict Contractor shall convey all plea offers to clients in writing, in the client's preferred language.
- k. In the event that this Agreement is terminated or not renewed, complete the representation of all clients who have been referred by the Court during the period in which this Agreement is in effect for the compensation received or receivable under the terms of the Agreement, provided that completed representation is not made impossible by a client's failure to appear.
- l. The Conflict Contractor will hire, supervise and maintain quality staff. Conflict Contractor will be responsible for suspending, removing, or terminating personnel not adequately performing the duties and responsibilities assigned.

- m. Conflict Contractor shall comply with Washington State Supreme Court Standards, effective January 1, 2015, regarding allowable caseloads per attorney per year.
- n. Adequate support staff is critical to an attorney's ability to render competent assistance. Use of qualified paralegal staff to assist in management of caseloads is highly recommended. The parties agree and expect that at a minimum the Conflict Contractor will employ support staff services for its attorneys proportionate to the following:
 - 1. One full-time Legal Assistant for every four staff attorneys
 - 2. One full-time Legal Secretary for every four staff attorneys
- o. The Conflict Contractor shall coordinate investigation services on those cases requiring investigation. The Conflict Contractor shall also coordinate expert witnesses for those cases requiring expert witness testimony. The Conflict Contractor shall contact the City Contract Administrator for the expenditure of public funds prior to requesting copies of records or hiring an expert witness. Invoices for such services shall be sent directly to the City by the subcontractors; the Conflict Contractor will not be held liable for those expenses.
- p. The Conflict Contractor agrees to utilize Notice of Appearance Forms provided by the Clark County District Court which includes a notice statement that Defendants are obligated to pay the Indigent Defense Recovery Fee. The Conflict Contractor shall not impede the District Court from collecting such fees. The Conflict Contractor's duty of representation shall not be affected in any way by the payment or non-payment of such fees.
- q. Conflict Contractor shall engage in pre-trial negotiations with the City Attorney's office for the purpose of negotiating matters for the following week's mandatory pre-trial hearings.
- r. Conflict Contractor shall comply with all appearances and duties as may be required by District Court and/or the City for the term of this Agreement at no additional expense to the City.

Section 4. Client Communication:

Conflict Contractor agrees to use all good faith efforts to secure both continuous contact with defendants to whom Conflict Contractor is appointed to represent and also regular attendance by clients at critical stages in the defendant's case. Such good faith efforts shall expressly include, but not be limited to, the following measures:

- a. Advising clients that regular contact is necessary to the preparation of their defense and employing all reasonable means to secure and maintain such contact.
- b. Clients shall be notified in advance of the date, time and location of all critical stages in the process of the client's particular case including, but not limited to, pretrial conferences, omnibus or other pretrial motions, readiness hearings, and trial. Offers shall be extended in writing to clients within five business days of receipt from the City Attorney's office. In any case, notification shall be provided early enough that the client has time to prepare for each stage.
- c. Advising clients that appearance at all regularly scheduled pre-trial hearings (both pre-trial and mandatory) with City prosecutors and the Conflict Contractor is required for effective assistance in the client's defense and encouraging such attendance. A mutually agreeable time will be scheduled with the Court's approval.
- d. Timely notification to District Court when clients fail to make regular contact.

Section 5. Records, Reports & Audits

- a. All records shall be maintained by the Conflict Contractor. The Conflict Contractor shall maintain systems of internal control which conform to proper law office management and generally accepted accounting principles.

The Conflict Contractor must ensure that the City has full access to materials necessary to verify compliance with all terms of this Agreement. At any time, upon reasonable notice during business hours and as often as the City may deem necessary, the Conflict Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this Agreement. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Conflict Contractor must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Conflict Contractor shall maintain such data and records in an accessible location and condition for a period of not less than seven (7) years following the receipt of final payment under this Agreement, unless the City agrees in writing to an earlier disposition.

The Conflict Contractor agrees to cooperate with the City or its agent in the evaluation of the Conflict Contractor's performance under this Contract and to make available information reasonably required by any such evaluation process or ongoing reporting

requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with chapter 42.56 RCW.

- b. The Conflict Contractor shall report with each invoice to the City's Contract Manager, the activity of the preceding month using a form provided by the City or equivalent in content. In addition to other statistics the City may require, Conflict Contractor shall provide the following information:
 - 1. Name of the Defendant, case number(s) and charges
 - 2. Name of assigned attorney for each client
 - 3. The outcome of each case, including defendants that plead guilty at arraignment
 - 4. Verification that clients received a Client Rights brochure and a notification of the indigent recovery fee.
 - 5. Number of bench and jury trials.
 - 6. Number of suppression and *Knapstad* motions filed along with the number of cases where such motions led to the reduction of charges.
- c. The Conflict Contractor shall report annual activity by January 15th of each following year:
 - 1. Proof of Continuing Legal Education Credits. Such proof shall include name of attorney, identification of training and dates of training.
 - 2. A profile of all personnel who perform work under this Agreement, including name and percentage of time devoted to work under this Agreement.
 - 3. An accounting of all City cases conflicted out to other attorneys.
- d. The Conflict Contractor shall maintain a case-reporting and management information system which shall include the number, type, and disposition of indigent cases.
- e. The case reporting and management information system shall be maintained independently from client files in order to not disclose any privileged information. The Conflict Contractor shall not be required to provide any information when the revelation of which would violate any state or federal privacy laws, the attorney-client privilege, or which would otherwise harm the Conflict Contractor's attorney-client relationships.
- f. The City's Public Defense Contract Manager may make periodic surveys of clients for the purpose of monitoring the quality of services provided and client satisfaction.
- g. The Conflict Contractor shall meet with the City's Public Defense Contract Manager as requested to discuss issues and problems related to the fulfillment of this Agreement.

Section 6. Reservation Regarding Representation:

The Conflict Contractor agrees to screen all cases for conflicts of interest upon assignment and throughout the discovery process. Discovery shall be reviewed within five (5) days of receipt of case for purposes of determining any conflicts of interest. In the event the Conflict Contractor cannot represent a client because of an actual or potential conflict of interest under the Washington Code of Professional Responsibility, then the Conflict Contractor shall arrange for a City Conflict Attorney to represent the client. Contact information for said attorneys to be provided by the City's Contract Administrator. The Conflict Contractor will refer to the Washington State Rules of Professional Responsibility, opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts.

The Conflict Contractor and each attorney employed or retained by the Conflict Contractor reserve the right to decline to advise, represent, appear for, or act for any particular person, whether or not indigent or otherwise eligible, but only for good cause shown. Good cause includes, but is not limited to, conflicts of interest which preclude the Conflict Contractor or an attorney from acting pursuant to the Washington Rules of Professional Conduct. The Conflict Contractor and each attorney employed or retained by the Conflict Contractor, reserve the right to withdraw from representing any person or entity, whether or not indigent or otherwise eligible, providing the consent of the court, if required, is first obtained. The Conflict Contractor warrants that declinations will not be made except as required by law or legal ethics, and in the event of a declination, will immediately notify the appropriate court as well as the City Attorney's Office.

Section 7. Complaints about Legal Services:

The Conflict Contractor shall have a method to respond promptly to client complaints which will include informing clients of the complaint process. In the case a complaint is made to the City by a client with respect to the quality of legal services rendered under this Agreement, the complaint shall be first directed to the Conflict Contractor. If the client believes that he or she has not received an adequate response, the Vancouver City Manager or his/her designee shall evaluate the legitimacy of the complaint. The complaining client shall be informed of the disposition of his /her complaint as soon as is reasonably possible.

The Conflict Contractor shall fully cooperate with the City and/or District Court in any reasonable investigation which the City and/or District Court may wish to make.

The Conflict Contractor shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Conflict Contractor shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Conflict Contractor Director or the Director's designee.

Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Conflict Contractor.

Section 8. Client Access

The Conflict Contractor shall comply with federal and state laws regarding access to its facilities, and will eliminate barriers which limit access for the disabled.

Section 9. Non-Waiver of Rights and Remedies:

In no event shall payment or performance by either party hereto constitute or be construed to be a waiver by either party of any breach of covenant or default which may then exist on the part of the other party, and the making of any such payment or the carrying out of any such performance while breach or default then existed, shall in no way impair or prejudice any right or remedy available to the paying or performing party with respect to such breach or default.

Section 10. Relation of Parties:

The Conflict Contractor, its sub-consultants, agents and employees are independent Conflict Contractors performing professional services for City and are not employees of City. The Conflict Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Conflict Contractor, subconsultants, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

Section 11. City Not Obligated to Third Parties:

The City shall not be liable to any person or entity other than the Conflict Contractor because of this Agreement, except that the City will pay investigative, substance abuse evaluation and expert witness fees and additional associated services necessary in any case after a voucher has been submitted and approved by the Court in accordance with Washington State Courts Rules (CrRLJ 3.1 (f)).

Section 12. Limited Private Practice of Law:

The Conflict Contractor shall devote all time necessary to properly perform this Agreement. The Conflict Contractor is not limited from maintaining a private law practice. However, the Conflict Contractor shall not allow its private practice of law during the term of this Agreement to conflict with the Conflict Contractor's responsibilities and duties under this Agreement. As required in Section (5) the Conflict Contractor shall annually report to the City the number of hours billed for nonpublic defense legal services, including number and types of private cases.

Section 13: Minimum Qualifications for Conflict Contractor Attorneys

- a. The Conflict Contractor shall utilize attorneys who satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court. Each attorney shall be familiar with the statutes, court rules, constitutional provisions, relevant case law, Rules of Professional Conduct, and the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.
- b. Each attorney must also be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction and be familiar with mental health issues and be able to identify the need to obtain expert services.
- c. Each attorney shall attend at least seven (7) hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which the Conflict Contractor provides legal services to eligible clients under the terms of this Agreement. Further, each attorney shall attend training approved by the Washington State Office of Public Defense at least once per calendar year. Such training may be counted in fulfilling the above 7-hour requirement. The Conflict Contractor will provide an annual report to the City demonstrating compliance with this provision.
- d. Each attorney representing any client assigned as a part of this Agreement shall meet the requirements above or work directly under the supervision of a senior, supervising attorney employed by the Conflict Contractor, who meets the requirements above. Such supervising attorney shall have a minimum of five (5) years' experience practicing criminal law in Washington State. Such direct supervision shall continue until the attorney meets the requirements above.
- e. Failure on the part of the Conflict Contractor to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Agreement.

ATTACHMENT “B”:

Payment Rates

In consideration for the Conflict Contractor’s performance of the duties listed herein, the City will pay the Conflict Contractor on a per-case basis at a rate of \$450 per case from the start of this Agreement through the end of the 2024 calendar year, increasing by \$25 per case annually through the end of the 2026 calendar year, as follows:

2024: \$450/case

2025: \$475/case

2026: \$500/case

The Conflict Contractor will include a list of cases worked with each month’s invoice to document the charges assessed.

If, at the conclusion of the initial three-year period, the City and Conflict Contractor agree to exercise the contract extension options, the City and Conflict Contractor will timely meet and decide in writing on any applicable rate adjustment at that time.

8/24/09
9/14/09

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services for eligible persons who are entitled to representation; and

WHEREAS, under RCW 10.101.30, the State of Washington requires cities and counties to have adopted via ordinance, standards for the delivery of public defense services; and

WHEREAS, within available resources, the City desires to provide the best practical defense services to the City's indigent population; and

WHEREAS, Vancouver's current indigent defense standards were adopted November 8, 1990 and do not reflect current standards for contracts, compensation and caseloads.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Contract: All indigent defense services shall be paid pursuant to a written contract between the indigent defense attorney(s) and the City.

Section 2. Compensation: All indigent defense attorneys shall be reasonably compensated taking into consideration the experience and training of the attorney. Attorneys who have a conflict of interest shall not be required to select or compensate conflict counsel.

Section 3. Duties and Responsibilities of Council: All indigent defense contracts shall require that services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable Washington State Bar Association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants. Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.

Section 4. Malpractice Insurance: Indigent defense attorneys shall maintain malpractice insurance with agreed-upon policy limits.

Section 5. Caseload Limits and Types of Cases:

A. Caseloads should allow each attorney to give each client the time and effort necessary to ensure effective representation. No attorney or firm rendering indigent defense services shall accept workloads that interfere with the rendering of reasonable and quality representation. An attorney should not allow their private law practice to interfere with the competent representation of indigent defendants.

B. The caseload standards adopted by the Washington State Bar Association, Washington Defenders Association and/or American Bar Association shall be considered as guidelines. A case is defined as the filing of a document wherein a person is designated a defendant or respondent and an attorney is appointed by the court. Adjustments may be made wherein a full case is not attributed in the following non-exclusive circumstances:

1. A bench warrant is issued before a case is resolved

2. Probation violation, extradition, restitution hearings, etc. that do not require a full evidentiary hearing in which witnesses are called to testify.
3. Diversions, continuances for dismissal, misdemeanor compromises or similar dispositions
4. Drug court, dispositions to re-licensing programs, deferred prosecution or other similar procedures.
5. Early dismissal by a prosecutor based on lack of evidence or standard plea offers, based on the prosecutor's charging and plea bargaining practices or other reasons that dispose of a case without extensive litigation.
6. Withdrawal of counsel at an early stage of the case, due to conflict of interest or other reasons.

Section 6. Services other than Counsel: Reasonable compensation for expert witness, investigators and other services necessary for an adequate preparation and presentation of the defense case shall be provided pursuant to Criminal Rule for Courts of Limited Jurisdiction (CrRLJ) 3.1(f). Investigators when used should have criminal investigation training and experience.

Section 7. Administrative Expenses: Attorneys shall be responsible for paying all administrative expenses of their office or firm not otherwise provided for in these standards or in a contract. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of the contract. The contracting attorney shall demonstrate that their office is staffed by an appropriate number of administrative staff, legal assistants and other support services. Attorneys shall maintain an office for confidential meetings with clients.

Section 8. Reports of Attorney Activity:

A. Attorneys on contract shall maintain a case reporting and management information system which includes the number and type of cases, and disposition of each case. Any such system shall be maintained independently from client files so as to disclose no privileged information. Reports shall be submitted to the City as provided for in the contract. All of the above described information shall also be made available to the Clark County District Court Administrator or designee.

B. All records pertaining to expenses and billing shall conform to generally accepted accounting principals.

Section 9. Qualifications of Attorneys:

A. In order to assure that indigent accused received effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services must meet the following minimum professional qualifications:

B. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

C. Complete the hours of continuing education within each calendar year as set forth in Section 11.

D. Lead contracting attorneys shall have a minimum of three (3) year prior legal experience of which at least two (2) years shall have been devoted to practice in the area of criminal law.

E. Attorneys handling misdemeanor cases should meet requirements 9 (a) & (b).

Section 10. Legal Interns: Legal interns employed by an attorney with a City indigent defense contract must meet the requirements set out in APR 9. Legal interns shall receive training pursuant to APR 9.

Section 11. Training: Attorneys should participate in regular training programs in areas relating to their indigent defense practice. Each contracted attorney shall attend a minimum of fifteen hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which they provide legal services to eligible clients. Every attorney providing counsel to indigent defense accused should take the opportunity to review professional publications and tapes.

Section 12. Supervision: The training and supervision of indigent defense attorneys and staff shall be the sole responsibility of the individual attorney, law firm or agency that holds the indigent defense contract. A minimum of one full-time qualified supervisor in the office shall be provided.

Section 13. Monitoring and Evaluation of Attorneys: Contracts for indigent defense services will be systematically monitored and evaluated. Supervision and evaluation efforts should include review of time and caseload records and at least quarterly meetings with the City Manager or designated contract manager.

Section 14. Substitution of Attorneys or Assignment of Contracts: The attorney or firm engaged by the City to provide indigent defense service shall not subcontract with another firm or attorney to provide representation without prior written approval and shall remain directly involved in the provision of representation. Any indigent defense contract shall address the procedures for new counsel taking over upon the conclusion of the contract to ensure a smooth

transition upon non-renewal or termination, with the minimal possible detriment to the indigent client.

Section 15. Limitations of Private Practice for Contract Attorneys: Contracts for indigent defense attorneys with private attorneys or firms may set limits on the number of private or special appointment cases which can be accepted by the contracting attorney or provide that the indigent defense contract be a priority over private or special appointment caseloads. An attorney or firm rendering indigent defense services shall not allow their private practice or special appointments to diminish their ability to represent indigent defense clients that they are obligated to serve by any contract.

Section 16. Disposition of Client Complaints: A method to respond promptly to indigent defendant complaints shall be included in the contract. Complaints should first be directed to the attorney, firm or agency which provides representation. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court to withdraw and substitute new counsel. If the indigent defendant believes he or she has not received an adequate response, the City Manager or designee shall evaluate the legitimacy of the complaint. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

Section 17. Cause for Termination or Removal of Attorney: Contracts for indigent defense services should include grounds for termination of the contract by the parties. Termination of an attorney's contract should only be for good cause. Good cause shall include the failure of the attorney to render adequate representation to the clients; willful disregard of the

rights and best interests of the clients; the willful disregard of standards herein addressed or violations of the Rules of Professional Conduct.

Section 18. Guidelines for Awarding Defense Contracts:

A. The City should award contracts for indigent defense services only after determining that the attorney or firm chosen can meet acceptable professional standards and qualifications. Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms seeking contracts for indigent defense services must demonstrate their ability to meet these standards.

B. Prosecutors and law enforcement officers shall not select the attorneys who will provide indigent defense services.

Section 19. Non-Discrimination: Neither the City, its selection of an attorney, firm or agency to provide indigent defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital or military status, sex, sexual orientation or disability.

Section 20. Effective date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time: August 24, 2009
Ayes: Councilmembers Campbell, Smith, Leavitt, Stewart
Nays: Councilmembers Harris, Jollota, Pollard
Absent: Councilmembers None

Read second time: September 14, 2009

PASSED by the following vote:

Ayes: Councilmembers Campbell, Smith, Heavitt, Harris
Pollota, Pollard

Nays: Councilmembers None

Absent: Councilmembers Stewart

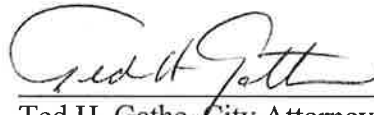
SIGNED this 14th day of September, 2009.


Royce E. Pollard, Mayor

Attest:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


Ted H. Gathe, City Attorney

SUMMARY

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date thirty (30) days following the date of final adoption.

ATTACHMENT “D”

Certification of Compliance

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF CLARK

CHECK APPLICABLE CASES: ___ STATE CASES; ___ CITY OF VANCOUVER
CASES;

In Re: Certification of Compliance for	)	
	)	CERTIFICATION OF APPOINTED COUNSEL
	)	OF COMPLIANCE WITH STANDARDS
	)	REQUIRED BY CrRLJ 3.1(d)(4)
_____	)	
[Attorney Name]	)	
_____	)	

The undersigned attorney hereby certifies:

1. Approximately ____% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate, in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases.

Attorney Signature

Attorney Printed Name

WSBA #

Date



Staff Report: 236-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Professional Service Contracts with Four Vendors for Yard Debris and Leaves Receiving and Processing Services

Key Points

- Current yard debris and leaves receiving contracts with four vendors, three are set to expire on May 31, 2024 and one was approved for extension on November 6, 2023 through Staff Report 199-23.
- Four new proposed contracts would replace the three expiring contracts (C-100336, C-100337, C-100338), which shall no longer have any effect, and bring on one additional vendor with an effective date of January 1, 2024, through December 31, 2028.
- The City's Public Works Solid Waste and Operations programs and services rely on contracts with multiple vendors to provide disposal options and support the City's climate and diversion goals. These contracts also enable the City to deliver cleanup programs to neighborhoods and residents, such as the fall leaves coupons.
- Contracting with multiple vendors assures convenient and accessible local sites to all residents of the City and to crews regardless of where they may be working.
- In any given year, City Operations crews and residents must address between 34,000 and 44,000 cubic yards of vegetative debris in the form of pruning, mowing, gardening, weeding, and storm related debris.
- Diverting organic material from the landfill for composting helps moderate disposal costs and provides a valuable feedstock. This creates beneficial compost for yards and gardens and aligns with Council's Climate Action Framework and the state Organics Management Law.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future.

High Performing Government – a government that is reliable, fiscally responsible, equitable,

and open to compromise.

Present Situation

Since 2002, the City of Vancouver has maintained contracts with local processors of yard debris to provide services for the neighborhood cleanup programs and for regular City maintenance and operations. Under the contracts, local facilities accept clean yard debris, leaves, woody debris and other organic materials collected at neighborhood cleanup events, through coupon programs funded by the City's Solid Waste program or in part by Clark County Public Works, and by City Operations crews as a regular part of maintaining parks, medians and rights-of-ways for diverting to composting or other beneficial uses.

The City's Spring Cleanup coupons, Fall Neighborhood Leaf Box program, and the Saturday Cleanup and Chipper events offered to all active City neighborhoods are effective in collecting segregated organics, diverting this material from landfill disposal in a cost-effective manner, while also managing seasonal leaves that burden the storm water system. In addition, City Solid Waste manages the regional Fall Leaves Coupon program that relies on these contracted sites to benefit both city and county residents in disposing of seasonal leafy debris at local yard debris disposal sites.

This year, four prospective vendors/processors - Columbia Resource Company, City Bark, H&H Wood Recyclers Inc. and Triangle Resources - responded to a request for proposals (RFP #54-23) to provide these services. All of the processors have experience with providing environmentally appropriate yard debris and leaves disposal and processing, at a reasonable cost, for loads delivered from residents and businesses. The RFP solicitation and formal evaluation of proposals helped ensure a competitive opportunity for securing these services and allow for prospective new vendors to propose. Contracted disposal rates will allow for price stability in City budget planning for these programs.

These processors are located in areas that can be easily accessed by all residents of Vancouver and City crews and fall within an acceptable price range per unit (per cubic yard or per ton depending on whether the facility has scales to weigh incoming loads). Therefore, City staff recommends awarding contracts to all four who responded to the RFP.

The value of these proposed contracts is driven by users, comprising mostly of community members from Vancouver, Clark County and some City staff. Users typically dispose of their leaves and debris based on the proximity to their residence. These are based on reasonable estimates at the time of evaluating proposals and prior three years of actual disposal expenditures with existing contracted vendors. Also, the contract amount for each prospective vendor is dependent upon the volume of processed leaves and debris delivered by the community or City crews.

Over the past four years or less, these are the solid waste expenditures for the three current and proposed new vendors:

Columbia Resource Company: \$132,979

The figure above reflects costs over the current contract period, 2020 to current.

City Bark: \$228,496

The figure above reflects costs while participating under contract prior to 2018.

H&H Wood Recyclers, Inc.: \$311,872

The figure above reflects costs over the current contract period, 2020 to current.

Triangle Resources: \$105,630

The figure above reflects costs over the current contract period, 2020 to current.

Detailed below in the Action Requested section, are the projected expenditures by each proposed contracted vendor over the full 5-year contract term based upon the above history and the newly proposed contract rates, factoring in potential for increases in disposal cost and/or increases volumes of material delivered to the vendor.

In summary, City staff recommend approving the four contracts.

Advantage(s)

1. Maintaining the contracts with these existing vendors provides continuity for efficient and convenient, local drop off option for residents and City crews.
2. The availability of multiple sites helps reduce congestion that would result from offering fewer vendors and may reduce travel time and distance for users.
3. A provision in each of the contracts will allow for other government agencies to piggyback on the City's RFP solicitation and contract rates, benefiting regional cities and counties if they choose to enter into their own agreements using these terms.

Disadvantage(s)

1. Costs for yard and woody debris disposal have increased significantly in recent years with additional regulations and requirements for composting facilities and fewer end-market options being available to processors.
2. Managing multiple contracts can be more difficult in terms of overall cost monitoring for City staff.

Budget Impact

The total annual expenditure under all contracts is estimated to be \$270,375 for 2024, though that is based on community participation and actual costs, which will be tracked and paid consistent with various programs. These costs were primarily budgeted in the Solid Waste Fund, with some costs paid by other funds and leaves disposal costs for county residents later reimbursed by Clark County Public Works.

Required funding is allocated in the Council adopted 2024 budget and will be proposed in future 2025-26 biennial budget setting.

Prior Council Review

Council last approved this contract on May 18, 2020 with Staff Report 054-20.

Action Requested

Authorize the City Manager, or designee, to enter into contracts for Yard Debris and Leaves Receiving and Processing Services for as-needed yard debris and leaves receiving and processing services effective January 1, 2024, as follows:

- CRC (C-101500): Total 5-year contract projected not to exceed \$350,000.
- City Bark (C-101501): Total 5-year contract projected not to exceed \$750,000.
- H & H Wood Recyclers (C-101502): Total 5-year contract projected not to exceed \$750,000.
- Triangle Resources (C-101503): Total 5-year contract projected not to exceed \$350,000.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- ▣ Summary of Proposed Vendor Rates
- ▣ C-101500_CRC Final Draft
- ▣ C-101501_City Bark Final Draft
- ▣ C-101502_H&H Final Draft
- ▣ C-101503_Triangle Resources Final Draft

Rate Summary By Vendor - RFP #54-23
Yard Debris & Leaves Receiving and Processing Services

Proposers				
Proposal Requirements	Columbia Resource Company	City Bark	H&H Wood Recyclers	Triangle Resources
Proposed Unit Price by Material Type				
Yard Debris - Regular City Operations	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd
Yard Debris - Neighborhood Cleanup program	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd
Yard Debris - Spring Cleanup program	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd
Leaves - Fall Leaves Coupon program	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd
Leaves - City Operations	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd
Storm Debris	\$74.98 ton	\$12.00 cu yd	\$14.00 cu yd	\$20.00 cu yd

Solid Waste Services

I:\Garbage & Recycling Contracts\Neighborhood Yard Debris & Leaves\RFP 2023

Proposed rates subject to City Council approval of contracts effective January 1, 2024 through December 31, 2026.



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101500**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 54-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor agrees to provide Yard Debris/Leaves Receiving and Processing Services for yard debris and leaves collected at Neighborhood Cleanup Events, through Spring Cleanup and Fall Leaves Coupon programs, and/or materials collected by City crews as part of regular maintenance work, Chipper events, and fall leaves boxes. Scope of Services includes the following and as further specified in Attachment "A":

- Yard Debris – from Regular City Operations
- Yard Debris – from City Neighborhood Programs (Chipper, Cleanup or Leaves Boxes)
- Yard Debris – Spring Coupon (coupons from residents)
- Leaves – Fall Coupon (coupons from residents)
- Leaves – City Operations
- Storm Debris – if applicable (from City Operations and/or residents)

Contractor agrees to provide exceptional customer service, to the public and City crews associated with the programs mentioned herein, including attention to site circulation and customer experience. The Contractor will maintain up-to-date hours and days of operation on their website, allowing for seasonal variations, and if changed, will promptly notify the Program Manager or City staff. For ease of use and access by the public, the Contractor will assure their site has clear directional / circulation signs posted throughout (exit, enter, queue) and in areas where material is tipped signage with accepted or non-accepted materials will be posted.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$350,000.00 USD.

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

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

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

The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to the Agreement anniversary date. Request for price increases shall be supported by the

applicable Consumer Price Index “CPI” for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2026. The City reserves the right to offer one Contract extension for up to an additional two (2) years, for a total contract term not to exceed five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates

referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Derek Ranta
Columbia Resource Company
6601 NW Old Lower River RD
Vancouver, WA 98660
Email: derek.renta@wasteconnections.com

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

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This agreement replaces Contract no. C-100338, which shall no longer have any effect. This agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior

agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Columbia Resource Company

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment “A”

Scope of Work

Neighborhood Saturday Cleanups: Yard debris material from the Neighborhood Cleanup program is collected and delivered on designated Saturdays by the City’s contracted collection service provider Waste Connections. Neighborhoods usually schedule their Saturday cleanup events between March and November. Yard debris may be collected in a rear-load compacting truck, or in a 40-yard drop box with minimal compaction. Potential receiving site(s)/vendor(s) are expected to have an adequate space for commercial drop box trucks to dump yard debris with no overhead obstacles and limited interaction with public traffic. Service providers will have the right to reject loads that are contaminated with garbage or unacceptable material and shall provide documentation to the City of such occurrence.

Spring Cleanup and Fall Leaves Coupons:

- Spring cleanup coupons are distributed to City residents in their April garbage bills. Each household in the City may redeem two coupons for yard debris disposal under this program.
- Fall leaves coupons are distributed through the annual recycling newsletter, utility bills, and available for download from websites. There is no limit on the number of leaves coupons each household may redeem.

Yard debris and leaves collected under these coupon programs is delivered to service providers by residents. Residents select the sites to drop off material. Potential service providers need to have the capability to manage drop off sites to safely queue vehicles, and create systems to collect coupons, and accurately measure the quantity of yard debris/leaves deposited.

Service providers must track the volume or weights of material collected under these coupon programs on a daily basis and submit weekly or monthly invoices with redeemed coupons to the City for payment. A consistent methodology must be implemented for estimating the volume or weight of materials delivered in resident’s personal vehicles, as well as by larger roll-off trucks and drop boxes. This may require scales or some other mutually agreed upon means to consistently measure the volume or weight of debris by onsite personnel. Potential service providers must also implement procedures to follow and enforce the City’s policies regarding coupon redemption.

The City reserves the right to request or undertake an audit, at any time, of the service provider’s practices to assure consistent and accurate accounting of volumes received under either the spring yard debris or fall leaves coupon programs or other noted contract elements.

Storm Debris: After a severe weather event, the City may opt to provide residents with assistance in cleaning up event related vegetative debris. Alternatives for managing the

collection of this debris may include establishing temporary collection site(s) or providing vouchers with limited duration effective dates and collection sites. The amount of debris collected under these circumstances cannot be predicted.

ATTACHMENT “B”:

Rate Summary Sheet

- a. Yard Debris – Regular City Operations
\$ 74.98 /Ton
- b. Yard Debris – Neighborhood Cleanup programs
\$ 74.98 /Ton
- c. Yard Debris – Spring Cleanup Coupon program (coupons from residents)
\$ 74.98 /Ton
- d. Leaves – Fall Leaves Coupon program (coupons from residents)
\$ 74.98 /Ton
- e. Leaves – City Operations
\$ 74.98 /Ton
- f. Storm Debris
\$ 74.98 /Ton



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101501**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 54-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

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

The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to the Agreement anniversary date. Request for price increases shall be supported by the

applicable Consumer Price Index “CPI” for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

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

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

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

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

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates

referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Jonathan James
City Bark & Recycling LLC
2419 NE Andresen Road
Vancouver, WA 98661
Email: acct@compostproducts.com

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

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior

agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
City Bark & Recycling LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment “A”

Scope of Work

Neighborhood Saturday Cleanups: Yard debris material from the Neighborhood Cleanup program is collected and delivered on designated Saturdays by the City’s contracted collection service provider Waste Connections. Neighborhoods usually schedule their Saturday cleanup events between March and November. Yard debris may be collected in a rear-load compacting truck, or in a 40-yard drop box with minimal compaction. Potential receiving site(s)/vendor(s) are expected to have an adequate space for commercial drop box trucks to dump yard debris with no overhead obstacles and limited interaction with public traffic. Service providers will have the right to reject loads that are contaminated with garbage or unacceptable material and shall provide documentation to the City of such occurrence.

Spring Cleanup and Fall Leaves Coupons:

- Spring cleanup coupons are distributed to City residents in their April garbage bills. Each household in the City may redeem two coupons for yard debris disposal under this program.
- Fall leaves coupons are distributed through the annual recycling newsletter, utility bills, and available for download from websites. There is no limit on the number of leaves coupons each household may redeem.

Yard debris and leaves collected under these coupon programs is delivered to service providers by residents. Residents select the sites to drop off material. Potential service providers need to have the capability to manage drop off sites to safely queue vehicles, and create systems to collect coupons, and accurately measure the quantity of yard debris/leaves deposited.

Service providers must track the volume or weights of material collected under these coupon programs on a daily basis and submit weekly or monthly invoices with redeemed coupons to the City for payment. A consistent methodology must be implemented for estimating the volume or weight of materials delivered in resident’s personal vehicles, as well as by larger roll-off trucks and drop boxes. This may require scales or some other mutually agreed upon means to consistently measure the volume or weight of debris by onsite personnel. Potential service providers must also implement procedures to follow and enforce the City’s policies regarding coupon redemption.

The City reserves the right to request or undertake an audit, at any time, of the service provider’s practices to assure consistent and accurate accounting of volumes received under either the spring yard debris or fall leaves coupon programs or other noted contract elements.

Storm Debris: After a severe weather event, the City may opt to provide residents with assistance in cleaning up event related vegetative debris. Alternatives for managing the

collection of this debris may include establishing temporary collection site(s) or providing vouchers with limited duration effective dates and collection sites. The amount of debris collected under these circumstances cannot be predicted.

ATTACHMENT “B”:

Rate Summary Sheet

- a. Yard Debris – Regular City Operations
\$ 12.00 /Cubic Yard
- b. Yard Debris – Neighborhood Cleanup programs
\$ 12.00 /Cubic Yard
- c. Yard Debris – Spring Cleanup Coupon program (coupons from residents)
\$ 12.00 /Cubic Yard
- d. Leaves – Fall Leaves Coupon program (coupons from residents)
\$ 12.00 /Cubic Yard
- e. Leaves – City Operations
\$ 12.00 /Cubic Yard
- f. Storm Debris
\$ 12.00 /Cubic Yard



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101502**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 54-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor agrees to provide Yard Debris/Leaves Receiving and Processing Services for yard debris and leaves collected at Neighborhood Cleanup Events, through Spring Cleanup and Fall Leaves Coupon programs, and/or materials collected by City crews as part of regular maintenance work, Chipper events, and fall leaves boxes. Scope of Services includes the following and as further specified in Attachment “A”:

- Yard Debris – from Regular City Operations
- Yard Debris – from City Neighborhood Programs (Chipper, Cleanup or Leaves Boxes)
- Yard Debris – Spring Coupon (coupons from residents)
- Leaves – Fall Coupon (coupons from residents)
- Leaves – City Operations
- Storm Debris – if applicable (from City Operations and/or residents)

Contractor agrees to provide exceptional customer service, to the public and City crews associated with the programs mentioned herein, including attention to site circulation and customer experience. The Contractor will maintain up-to-date hours and days of operation on their website, allowing for seasonal variations, and if changed, will promptly notify the Program Manager or City staff. For ease of use and access by the public, the Contractor will assure their site has clear directional / circulation signs posted throughout (exit, enter, queue) and in areas where material is tipped signage with accepted or non-accepted materials will be posted.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$750,000.00 USD.

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

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

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

The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to the Agreement anniversary date. Request for price increases shall be supported by the

applicable Consumer Price Index “CPI” for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2026. The City reserves the right to offer one Contract extension for up to an additional two (2) years, for a total contract term not to exceed five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

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

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

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

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

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

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

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

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

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

- 13. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
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For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Ben Holscher
H&H Wood Recyclers, Inc.
PO Box 820526
Vancouver, WA 98682
Email: benh@hhwoodrecyclers.com

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

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This agreement replaces Contract no. C-100336, which shall no longer have any effect. This agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior

agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
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- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
H&H Wood Recyclers, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment “A”

Scope of Work

Neighborhood Saturday Cleanups: Yard debris material from the Neighborhood Cleanup program is collected and delivered on designated Saturdays by the City’s contracted collection service provider Waste Connections. Neighborhoods usually schedule their Saturday cleanup events between March and November. Yard debris may be collected in a rear-load compacting truck, or in a 40-yard drop box with minimal compaction. Potential receiving site(s)/vendor(s) are expected to have an adequate space for commercial drop box trucks to dump yard debris with no overhead obstacles and limited interaction with public traffic. Service providers will have the right to reject loads that are contaminated with garbage or unacceptable material and shall provide documentation to the City of such occurrence.

Spring Cleanup and Fall Leaves Coupons:

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Service providers must track the volume or weights of material collected under these coupon programs on a daily basis and submit weekly or monthly invoices with redeemed coupons to the City for payment. A consistent methodology must be implemented for estimating the volume or weight of materials delivered in resident’s personal vehicles, as well as by larger roll-off trucks and drop boxes. This may require scales or some other mutually agreed upon means to consistently measure the volume or weight of debris by onsite personnel. Potential service providers must also implement procedures to follow and enforce the City’s policies regarding coupon redemption.

The City reserves the right to request or undertake an audit, at any time, of the service provider’s practices to assure consistent and accurate accounting of volumes received under either the spring yard debris or fall leaves coupon programs or other noted contract elements.

Storm Debris: After a severe weather event, the City may opt to provide residents with assistance in cleaning up event related vegetative debris. Alternatives for managing the

collection of this debris may include establishing temporary collection site(s) or providing vouchers with limited duration effective dates and collection sites. The amount of debris collected under these circumstances cannot be predicted.

ATTACHMENT “B”:

Rate Summary Sheet

- a. Yard Debris – Regular City Operations
\$ 14.00 /Cubic Yard
- b. Yard Debris – Neighborhood Cleanup programs
\$ 14.00 /Cubic Yard
- c. Yard Debris – Spring Cleanup Coupon program (coupons from residents)
\$ 14.00 /Cubic Yard
- d. Leaves – Fall Leaves Coupon program (coupons from residents)
\$ 14.00 /Cubic Yard
- e. Leaves – City Operations
\$ 14.00 /Cubic Yard
- f. Storm Debris
\$ 14.00 /Cubic Yard



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101503**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 54-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor agrees to provide Yard Debris/Leaves Receiving and Processing Services for yard debris and leaves collected at Neighborhood Cleanup Events, through Spring Cleanup and Fall Leaves Coupon programs, and/or materials collected by City crews as part of regular maintenance work, Chipper events, and fall leaves boxes. Scope of Services includes the following and as further specified in Attachment “A”:

- Yard Debris – from Regular City Operations
- Yard Debris – from City Neighborhood Programs (Chipper, Cleanup or Leaves Boxes)
- Yard Debris – Spring Coupon (coupons from residents)
- Leaves – Fall Coupon (coupons from residents)
- Leaves – City Operations
- Storm Debris – if applicable (from City Operations and/or residents)

Contractor agrees to provide exceptional customer service, to the public and City crews associated with the programs mentioned herein, including attention to site circulation and customer experience. The Contractor will maintain up-to-date hours and days of operation on their website, allowing for seasonal variations, and if changed, will promptly notify the Program Manager or City staff. For ease of use and access by the public, the Contractor will assure their site has clear directional / circulation signs posted throughout (exit, enter, queue) and in areas where material is tipped signage with accepted or non-accepted materials will be posted.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$350,000.00 USD.

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

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

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

The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to the Agreement anniversary date. Request for price increases shall be supported by the

applicable Consumer Price Index “CPI” for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2026. The City reserves the right to offer one Contract extension for up to an additional two (2) years, for a total contract term not to exceed five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates

referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Christopher M. Peet
Triangle Resources, Inc.
O BOX 1101
Camas, WA 98607
Email: chrisp@wcnx.org

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

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This agreement replaces Contract no. C-100337, which shall no longer have any effect. This agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior

agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Triangle Resources, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment “A”

Scope of Work

Neighborhood Saturday Cleanups: Yard debris material from the Neighborhood Cleanup program is collected and delivered on designated Saturdays by the City’s contracted collection service provider Waste Connections. Neighborhoods usually schedule their Saturday cleanup events between March and November. Yard debris may be collected in a rear-load compacting truck, or in a 40-yard drop box with minimal compaction. Potential receiving site(s)/vendor(s) are expected to have an adequate space for commercial drop box trucks to dump yard debris with no overhead obstacles and limited interaction with public traffic. Service providers will have the right to reject loads that are contaminated with garbage or unacceptable material and shall provide documentation to the City of such occurrence.

Spring Cleanup and Fall Leaves Coupons:

- Spring cleanup coupons are distributed to City residents in their April garbage bills. Each household in the City may redeem two coupons for yard debris disposal under this program.
- Fall leaves coupons are distributed through the annual recycling newsletter, utility bills, and available for download from websites. There is no limit on the number of leaves coupons each household may redeem.

Yard debris and leaves collected under these coupon programs is delivered to service providers by residents. Residents select the sites to drop off material. Potential service providers need to have the capability to manage drop off sites to safely queue vehicles, and create systems to collect coupons, and accurately measure the quantity of yard debris/leaves deposited.

Service providers must track the volume or weights of material collected under these coupon programs on a daily basis and submit weekly or monthly invoices with redeemed coupons to the City for payment. A consistent methodology must be implemented for estimating the volume or weight of materials delivered in resident’s personal vehicles, as well as by larger roll-off trucks and drop boxes. This may require scales or some other mutually agreed upon means to consistently measure the volume or weight of debris by onsite personnel. Potential service providers must also implement procedures to follow and enforce the City’s policies regarding coupon redemption.

The City reserves the right to request or undertake an audit, at any time, of the service provider’s practices to assure consistent and accurate accounting of volumes received under either the spring yard debris or fall leaves coupon programs or other noted contract elements.

Storm Debris: After a severe weather event, the City may opt to provide residents with assistance in cleaning up event related vegetative debris. Alternatives for managing the

collection of this debris may include establishing temporary collection site(s) or providing vouchers with limited duration effective dates and collection sites. The amount of debris collected under these circumstances cannot be predicted.

ATTACHMENT “B”:

Rate Summary Sheet

- a. Yard Debris – Regular City Operations
\$ 20.00 /Cubic Yard
- b. Yard Debris – Neighborhood Cleanup programs
\$ 20.00 /Cubic Yard
- c. Yard Debris – Spring Cleanup Coupon program (coupons from residents)
\$ 20.00 /Cubic Yard
- d. Leaves – Fall Leaves Coupon program (coupons from residents)
\$ 20.00 /Cubic Yard
- e. Leaves – City Operations
\$ 20.00 /Cubic Yard
- f. Storm Debris
\$ 20.00 /Cubic Yard



Staff Report: 237-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Grant Agreement for Litter Collection and Cleanup Services

Key Points

- With a growing number of individuals in Vancouver experiencing homelessness, the need to connect individuals to housing and economic opportunity for self-sufficiency is more pressing than ever.
- Since 2017, the City has partnered with Share to provide a supportive employment program known as the Talkin' Trash program through a grant agreement to remove litter and debris from across the community.
- This program receives its funding from the City's Solid Waste Enterprise Fund (490).
- This agreement expands Share's current labor program and provides additional jobs to individuals experiencing homelessness that leads to full-time employment and stable housing.
- The current agreement expires December 31, 2023, and a new five-year agreement is proposed with additional scope and services, with increased grant funding to support essential services to the City and sustain the program in the years ahead.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

Presently, Share assists the City in removing litter, bulky debris and illegal dumping from City right-of-ways, City owned property and public spaces through a five-year grant agreement for litter collection and cleanup services. Through City grant funds, Share administers the Talkin' Trash program, which provides a low barrier employment pathway to connect individuals experiencing homelessness or housing insecurity with connected, engaged supportive employment and opportunities to build self-sufficiency.

Share's Talkin' Trash program participants enter as Community Cleaners gaining on the job training and tailored support. They serve an essential role in supporting community health and livability, highlighted in this video: Talkin' Trash program. Through the current five-year grant agreement Share's Talkin' Trash program has removed a total of 965 tons of litter and debris.

In September 2019, the Nonprofit Network of Southwest Washington recognized Share's Talkin' Trash program with the Nonprofit Excellence Award for Excellence in Innovation for the program's creative approach to helping those affected by homelessness while providing critical cleanup services to the City. Furthermore, Share was recently awarded a private grant to purchase a second, more reliable vehicle for the crew. The additional vehicle positioned the program to be able to have reliable vehicles when running two teams and available to work full time and cover more areas of the City of Vancouver.

The City's current five-year grant agreement with Share ends December 31, 2023. In recognition that this service plays a critical role to further the City's commitment to a cleaner and more livable community, and to continue to advance the City's Homeless Response Plan and efforts to address unsheltered homelessness, a next iteration of the grant agreement is needed to be in place to address the City's ongoing needs.

Next Five Year Agreement

This proposed agreement builds off the City and Share's prior agreement and works to retain and expand critical services for litter abatement, provide bag services to unsheltered homeless and deliver cleanup services communitywide, while adding staffing capacity and resources.

The proposed scope of work will continue to be provided by Share through a new agreement for a five-year term, beginning January 1, 2024 through December 31, 2028.

Key Provisions:

- Share will be responsible for recruiting and hiring additional individuals experiencing homelessness or housing insecurity, ensuring regular trainings and job experience, and connecting employees to housing.
- 80% of Community Cleaner time (32 hours per week) dedicated to litter cleanup. 20% of their time (8 hours per week) dedicated to workforce readiness - job skills and training, housing connections and case management.
- Benefits include paid sick leave and vacation time. Competitive and locally comparable wages, at Washington state minimum wage for crew members, with subsequent higher wage for up to two driver positions, a manager position and new case management role to provide support and individualized support to program participants to support employment transitions.
- Retains the ability for the City and Share to further partner should the occasion or need arise to remove limited and select litter items from private property that present an immediate public health and/or safety concern to the benefit of these entities and the broader community, consistent with City policy.
- Provides basic sanitation services and peer support to individuals experiencing unsheltered homelessness offering bags and bulky waste removal to address basic sanitation need, and closes service equity gaps to enhance community trust and respect to our more vulnerable community members.
- In addition, Share will be required to collect data, provide administrative and program costs,

and submit monthly reports, consistent with the current agreement.

In summary, through this grant agreement, Share will deliver a program that provides individuals opportunities to re-enter the workforce, who are most likely facing employment barriers that contribute to homelessness. Through this partnership, participants will also receive case management support, on-the-job training, shelter and housing stability, and further develop transferable skills.

If authorized by Council, the City and Share agree to perform the expanded scope of work at the new grant funded level effective January 1, 2024.

Based on favorable performance and an existing community need, City staff recommends approving the new five-year grant agreement with Share for Litter Collection and Cleanup Services.

Advantage(s)

1. Maintaining a grant funded agreement with this existing recipient provides continuity for efficient and convenient removal of litter and cleanup activities, positively benefiting residents, businesses and City Departments such as Public Works and HART.
2. The availability of multiple sites helps reduce congestion that would result from offering fewer vendors and may reduce travel time and distance for users.
3. This new agreement increases wages, retains staff and includes the additional crew, scope of work and benefits. The new agreement would expand the capacity of the Talkin' Trash program to include seven days a week service and continues the opportunity for the City to pilot further tasks with the vendor.
4. The program not only provides for litter collection, which is always needed, but also provides additional opportunity for community members experiencing unsheltered homelessness or housing insecurity to obtain low barrier, supportive employment, receive housing and move to self-sufficiency.

Disadvantage(s)

1. The increased costs for litter disposal and grant funded activities draw upon the Solid Waste program's professional services budget; however, facilitating community cleanup activity is an element of the enterprise fund's purpose.
2. Additional support from other City departments, community partners or new third-party grant funds may be needed in order to sustain the program under the expanded scope of work and facilitate further program growth.

Budget Impact

The funds for this grant will be paid from the Solid Waste Fund. The total annual expenditures under this agreement is anticipated to be \$456,029.28 for 2024. Annual costs may be adjusted for inflationary impacts according to terms in the agreement. Disposal costs are not included in

this Agreement and budgeted separately, paid out of the Solid Waste Fund.

Funding is allocated in the Council adopted 2024 budget and will be proposed in future 2025-26 biennial budget setting.

Prior Council Review

Council last approved the previous amended grant agreement by Council Consent on December 16, 2019.

Action Requested

Authorize the City Manager, or designee, to enter into the new Grant Agreement for Litter Collection and Cleanup in Vancouver between Share and City of Vancouver effective January 1, 2024, for up to five years.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- Grant Agreement for Litter Collection and Cleanup and Attachments A-D

2024 – 2028 SOLID WASTE GRANT PROGRAM

Grant Agreement

For Litter Collection and Cleanup in Vancouver

This grant agreement (Agreement), is entered into pursuant to RCW 35.21.019(1), RCW 35.22.195, RCW 35.22.570, RCW 35A.11.020 and the Washington State Constitution Article VIII, Section 7, between the City of Vancouver, a municipal corporation and charter city of the first class within the State of Washington, (City) and Share Vancouver, a Washington non-profit corporation, hereinafter referred to as (Recipient) or (Share) with a mailing address of PO Box 1209, Vancouver WA 98666-1209. The City and Share may be collectively referred to herein as the (Parties) or individually as a (Party).

Recitals

WHEREAS, the City and Recipient have an interest in finding a long-term solution to homelessness and have collaborated on efforts to address an increase in the number of individuals living outside and in the amount of waste accumulating on City properties, parks and in the public right of way; and

WHEREAS, the City maintains a Solid Waste Fund with the express purpose of funding activities and programs to protect public health and the environment; and

WHEREAS, since 2017 the Recipient's Talkin' Trash program has assisted individuals with lived experience with homelessness or housing insecurity through providing a low barrier employment opportunity that empowers them to take ownership in their role as Community Cleaners in the program, and receive skills and experiences that are desirable to all employers, and from gaining an understanding of work culture, making participants better job candidates when seeking future employment; and

WHEREAS, the program has been a success, resulting in a cleaner community and assisting homeless individuals on a path to employment and self-sufficiency; and

WHEREAS, the Recipient's Community Cleaners collected over 965 tons of litter, abandoned debris, tires and appliances from the public rights-of-way, city properties and surrounding neighborhoods since 2019; and

WHEREAS, in recent months, members of the City's Homeless Assistance and Resource Team (HART) have observed an increase in the prevalence of improperly discarded solid waste and biohazards within and around homeless encampments in the City, exacerbated by the COVID-19 pandemic, social isolation and dumping by housed individuals. To promote positive behavior and limit accumulation of wastes, the Recipient's program provides compassionate peer support through voluntary removal of wastes at encampments or occupied vehicles, fostering positive relationships between individuals experiencing homelessness and outreach workers and other service providers; and

WHEREAS, in order to address the rising impacts of unsheltered homelessness in the community and to address public health and safety concerns, City Council authorized the City Manager to

declare a state of emergency related to homelessness in Vancouver, ratified on November 6, [2023-01](#), [2023-02](#) and [2023-03](#); and

WHEREAS, the Solid Waste fund has an adequate budget and revenue to cover the costs of the program through the proposed timeline; and

WHEREAS, the Parties agree that it is appropriate to memorialize the terms and conditions governing the issuance of the grant and performance of the litter collection program in a new agreement described herein.

NOW, THEREFORE, the Parties agree as follows:

- 1. Statement of Purpose:** As unsheltered homelessness continues to impact residents and businesses of the City of Vancouver and broader region, positive public exposure and integration stand to help alleviate community animosity towards people experiencing homelessness.

The City seeks assistance with maintaining a clean and safe community and public spaces, and the Recipient seeks solutions to help individuals with lived experience to homelessness and/or housing insecurity to become self-sufficient. The City's Public Works Department - Solid Waste Division and Recipient collaborated on a successful pilot project since 2017 that assisted both Parties in fulfilling their missions to protect public health and the environment and empowering every individual to grow and thrive. The Parties have continued their collaboration through prior collaborative efforts, endured a global pandemic, and expanded critical services to incorporate key aspects of the City's Homeless Response Plan.

The purpose of this Agreement is for the Recipient to receive Grant Funds from the City in order to provide economic development or social services within the City.

- 2. Term:** This Agreement replaces the Grant Agreement for Litter Collection and Cleanup in Vancouver, executed on December 27, 2018 and amended on December 16, 2019 and shall be effective upon signing and commence on January 1, 2024 and shall expire on December 31, 2028. The Agreement shall continue in full force for the Term unless amended or supplemented per Section 16 or terminated per Section 14.
- 3. Scope of Work:** The Recipient agrees to provide the City with all services set forth in the Scope of Work as identified in (Attachment A) and service the Route Areas as identified in (Attachment B) and follow the City's Policy for Removing Litter from Private Properties as identified in (Attachment C). Both Parties agree it may be necessary to refine the Attachments A, B and C and to adjust the program to provide consistent services and reach desired outcomes, trainings and provide community benefits pursuant to this Agreement.
- 4. Grant Funds:** The City agrees to provide Grant Funds to the Recipient at a rate not to exceed \$38,002.44 USD per month, effective January 1, 2024 for the Term of the Agreement, which shall be used for purposes of performing the services as outlined in Section 3 and in accordance with the Recipient's annual Program Budget (Attachment D).

In addition, the Recipient is authorized to deliver litter and material collected under this Agreement to two regional transfer stations: West Van and Central Transfer and Recycling sites using the designated City account and without additional cost to the Recipient.

The monthly payment for services may be adjusted to compensate for inflationary impacts, i.e., fuel, minimum wage increases, and other market conditions over the Term of the Agreement. In consideration of such market conditions requests for compensation shall be submitted to the City by the Recipient with documentation quantifying the increased costs. The City may allow an annual adjustment if it is supported by the applicable Consumer Price Index-*All Urban Consumers (Seattle, Tacoma, Bellevue WA)* area for the immediate previous four quarters or other qualified index as identified in Attachment D. The Recipient shall submit the request for consideration in writing, together with supporting documentation, at least 60 days before any annual renewal Term of this Agreement. The City will review the request and, in its sole discretion, make a decision. If accepted, the adjustment to the monthly payment shall become effective on the annual anniversary date of the Agreement, January 1st, and will remain at that level for the remainder of the Agreement Term. All adjustments must be authorized by prior written approval from the City Agreement Representative. An updated annual program budget, Attachment D, shall be provided by the Recipient in accordance with any request for adjustment in funding.

- 5. Payment:** The Recipient may only use Grant Funds for services as detailed in this Agreement. The Recipient shall be responsible for showing that the Grant Funds were used for authorized purposes set forth in this Agreement. Accordingly, the City shall not reimburse any expenses until Recipient provides summary/cover sheet, a detailed description of the services, goods, or other costs incurred and expended, as well as copies of the invoices and receipts and proof of payment for which Recipient is requesting reimbursement. For any payroll related reimbursement requests, a description of the work performed for the hours being requested must be submitted, along with any timesheets or similar payroll documents. In the event no invoice was provided to the Recipient, the Recipient shall provide an affidavit under penalty of perjury as to the detailed description of the use of the funds expended. Qualified expenditures shall be incurred in calendar year 2024 and the City shall not reimburse any expenditures incurred prior to year 2024. The proof of expenses and payment shall be forwarded to the City Agreement Representative at the below stated address no later than the 25th of each month.

The Recipient may make supplemental request(s) to the City as part of the monthly reimbursement requests for unforeseen program expenses or trainings pursuant to this Agreement for up to a total of \$5,000 USD in a calendar year, but annual expenditures including cumulative supplemental requests cannot exceed the total annual Operating Expenses identified in Attachment D.

The Recipient is an independent contractor and shall be solely responsible for all employee payroll related costs or expenditures. The Recipient shall assume all responsibility for maintaining complete payroll records on programs where City Grant Funds have been used. If payroll costs are disallowed by the Washington State Auditor's office or another oversight agency, the Recipient shall reimburse the City for any City Grant Funds used in the program.

The City reserves the right to withhold payment of funds under this Agreement or to seek reimbursement of funds distributed under this Agreement which are determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Work, City standards, and City ordinances, or federal or state law.

6. **Program Reporting:** The Recipient agrees to submit a monthly progress report to the City describing the results of the program. The monthly progress report shall include:
 - A. A summary of locations where litter and bulky debris was removed, including sharps, appliances, tires and other items, as well as any special pickup requests;
 - B. A summary of trainings that program participants received;
 - C. A summary of the Recipient provided case management support or alternative activities provided;
 - D. A summary of programmatic successes and suggestions for improvements;
 - E. A breakdown of how many hours were spent collecting litter, training hours, and case management support;
 - F. An accounting of the monthly program costs; and
 - G. A summary of supplemental request(s) (annually).

The Recipient shall provide an annual summary report outlining and describing the use of the Grant Funds provided by City and the services provided and the benefits of such services to the community. The Recipient may be asked to provide ad hoc reports, additional data or information may be requested by the City's Agreement Representative to support ongoing program monitoring and evaluation and to support promotion of the program.

7. **Non-Discrimination:** The City is an equal opportunity employer. In the performance of this Agreement, the Recipient will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.
8. **Relation of Parties:** It is understood, agreed, and declared that the Recipient, its employees, agents, and assigns shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Recipient. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of the Recipient. The Recipient shall be solely responsible for the conduct and actions of all employees of the Recipient under this Agreement and any liability that may attach thereto.
9. **E-Verify:** The Recipient shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days after execution of this Agreement. The Recipient shall ensure all Recipient employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. The Recipient shall provide verification of compliance upon the request of the City. Failure by the Recipient to comply with this subsection shall be considered a material breach.

10. Indemnification: The Recipient agrees to indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from and against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the Recipient's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the Recipient shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The foregoing obligations shall survive termination of this Agreement.

11. Insurance: The Recipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance. The Recipient's required insurance shall be of the types and coverages described below unless checked as not applicable to the Recipient's operations:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under the Recipient's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

☐ Does not apply; the Recipient's is not required to carry Workers' compensation coverage

B. Minimum Amounts of Insurance. The Recipient shall maintain the following insurance limits unless checked as not applicable to the Recipient's operations:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

☐ Does not apply; Recipient does not own or operate automobiles

2. Commercial general liability insurance shall be written with limits no less than \$2,000,000 each occurrence, and \$2,000,000 general aggregate.

C. Other Insurance Provisions. The Entity's policies are to contain, or be endorsed to contain, the following provisions for automobile liability and commercial general liability insurance:

1. The Recipient's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be in excess of Recipient's insurance and shall not contribute with it.
2. The Recipient shall provide City and all additional insured for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
3. If the Recipient maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by the Recipient, irrespective of whether such limits maintained by the Recipient are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Recipient.
4. Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to the Recipient to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due the Recipient from the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, the Recipient shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

- 12. Notices:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

To the City:

Julie Gilbertson
Solid Waste Supervisor
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668
Email: Julie.gilbertson@cityofvancouver.us

To the Recipient:

Amy Reynolds
Executive Director
Share
2306 NE Andresen Rd.
Vancouver, WA 98661
Email: areynolds@sharevancouver.org

- 13. Ownership of Property/Materials:** Ownership of all property or materials acquired with grant funds in the course of performing the tasks related to this Agreement shall vest in the Recipient. The City shall have no responsibility to the Recipient in the event of the loss or damage of the property or materials so acquired.
- 14. Termination:** The City may at its discretion terminate this Agreement. Termination is effective on the date identified by the City acting in its sole discretion, which will be determined based upon the specific circumstances at that time. Following termination, the City may obtain the services elsewhere. In the event this Agreement is terminated prior to the completion of the Term, the Recipient will only be paid for the portion of the Scope of Work completed at the time of termination of the Agreement.
- 15. Entire Agreement:** This Agreement, together with its Attachments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 16. Amendment:** This Agreement may be amended or supplemented upon the agreement of the City and Recipient. Any amendment or supplement shall be in writing, signed by the authorized officers of the City and Recipient.
- 17. Assignment:** Neither Party shall assign, transfer or delegate any nor all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.
- 18. Compliance with the Law:** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.
- 19. Assurance of Compliance with Applicable Federal Law:** During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest agrees as follows:
- A. Compliance with Regulations. Contractor shall comply with the federal laws set forth in subsection G, below (“Pertinent Non-Discrimination Authorities”) relative to non-discrimination in federally-assisted programs as adopted or amended from time-to-time, which are herein incorporated by reference and made a part of this Agreement.
 - B. Non-discrimination. Contractor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or programs set forth in Appendix B of 19 CFR Part 21.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiating made by Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. Contractor shall provide all information and reports required by the Acts, the regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the WSDOT to be pertinent to ascertain compliance with such Acts, regulations, and instructions. Where any information required of Contractor is in the exclusion possession of another who fails or refuses to furnish the information, Contractor shall so certify to the City or the WSDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the WSDOT may determine to be appropriate, including, but not limited to:
1. Withholding payments to Contractor under the Agreement until Contractor complies; and/or
 2. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- F. Incorporation of Provisions. Contractor shall include the provisions of paragraphs of these Contract Clauses in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, regulations and directives issued pursuant thereto. Contractor shall take action with respect to any subcontract or procurement as the City or the WSDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request that the City enter into any litigation to protect the interests of the City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- G. Pertinent Non-Discrimination Authorities. During the performance of this Agreement, the Contractor agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; and 49 Part 26;
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

20. Governing Law/Venue: This Agreement is entered into in Clark County, Washington. Disputes between the City and Recipient shall be resolved in the Superior Court of the State of Washington in Clark County. Notwithstanding the foregoing, Recipient agrees that it may,

at the City's request, be joined as a party in any arbitration proceeding between the City and any third party that includes a claim or claims that arise out of, or that are related to Recipient's services under this Agreement. Recipient further agrees that the Arbitrator(s) decision therein shall be final and binding on Recipient and that judgment may be entered upon it in any court having jurisdiction thereof.

21. Public Record Act: Any public record relating in any way to this Agreement may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. The City will provide Recipient with a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Agreement prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Recipient may have in its possession. City will inform Recipient of the records it plans to disclose to the requestor. If Recipient disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Recipient an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Recipient seeks judicial protection, Recipient will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the CITY:

City of Vancouver, WA
A municipal corporation

Eric Holmes, City Manager
Dated: _____

Attest:

Natasha Ramras, City Clerk

Approved as to Form:

Jonathan Young, City Attorney

For the RECIPIENT:

Share,
A Washington non-profit corporation

By: Amy Reynolds / Executive Director
Dated: _____

Attachment A: Scope of Work

It is understood that the Recipient's Director or Deputy Director will oversee this grant-funded program. The City Agreement Representative is Julie Gilbertson, (360) 487-7162 or Julie.Gilbertson@cityofvancouver.us and may be amended by written notice to the Recipient.

The Recipient shall use the grant funds received from City for social services solely for the purposes and in accordance with the proposal and budget submitted by the Recipient and further negotiated with the City, incorporated by reference as Attachment D. The Recipient shall perform the services and work identified herein and promptly cure any failure in performance.

Responsibilities: The responsibilities of the City, Recipient, or both Parties are:

City

- a. The City agrees to cover the disposal costs associated with the Recipient's program when properly transported and disposed of at the designated regional transfer station or other City approved disposal method/site.
- b. The City agrees to provide bags at the Public Works Operations Warehouse or other appropriate site for the collection and disposal of litter and loose debris, for use by the Recipient in performance of the services outlined in Section 3. The City may furnish additional supplies subject to prior approval and budget.
- c. The City, at its own expense, may develop pilot initiatives and may include the Recipient for review and input to explore additional services, expansions or alterations in Section 3.
- d. The City may provide letters of support or consult on matters related to Recipient's program in effort to pursue additional funding; one-time, matching or grant proposals for program expansions.

Recipient

- a. The Recipient shall be responsible for all time and resources required to manage the program, develop and manage budgets relating to the program, administration and oversight of all staff, employees, third party entities or agreements entered into for the purposes of services performed under this Agreement.
- b. The Recipient shall be responsible for assuring that the City is apprised, consulted and afforded regular opportunities to participate in providing oversight and input when setting the direction for expenditures or significant changes in the program through planning activities, meetings and incorporate City input on matters pursuant to this Agreement.
- c. The Recipient shall approach each task in a manner consistent with its usual customary business practices. The Recipient shall actively seek collaborative input from City staff. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in this Agreement.
- d. The Recipient shall work to achieve following annual objectives:
 - i. Apply for a minimum of two awards recognizing the Recipient's program, staff and/or accomplishments achieved;
 - ii. Apply for a minimum of two grants or funding partnerships to supplement City grant funds and/or expand program offerings;
 - iii. Assure full compliance with safety trainings;
 - iv. Graduate 6- 8 Community Cleaners/Drivers per calendar year;

- v. Assist 2-4 program participants to obtain a driver's license; and
- vi. Promote the program and a summary of annual accomplishments, highlighting achievements and program outcomes on Recipient website.

City & Recipient

- a. To maintain an effective partnership, the City and Recipient may hold regular collaborative meetings. The purpose is to discuss issues of mutual interest, check on progress of work, implement pilot program(s) or other recommendations, and coordinate future joint projects and reporting on progress relating matters of community impact.
- b. The City and Recipient agree to continued coordination and shared planning efforts or piloted over this Agreement period as well so that the results of these collaborations and the associated flexibility to explore new and/or shared roles is an important adaptive opportunity for the Parties to test strategies for serving the desired outcome of a clean, safe and livable community.

Minimum Program Requirements (1-4):

1. Hire, Train, Supervise and Case Manage

The Recipient shall be responsible for selecting, organizing, and hiring a team to provide litter collection services in the designated areas of Vancouver working a minimum of five days per week, with the ability to adjust workdays seasonally or split into two crews to cover up to seven days per week, as needed. The team will be comprised of one full-time Program Manager, one part-time Case Manager, four-to-six Community Cleaners, and up to two Driver positions.

The Recipient will select the Program Manager and Case Manager from the public-at-large. The Program Manager will be a full-time employee, working a total of 40 hours per week and Case Manager will be part-time or full-time with a minimum of 50% of their responsibilities supporting the work of the program.

The Recipient will expand services to include addressing Tasks as outlined herein, and be responsible to recruit, hire and train an adequate number of Community Cleaners/Drivers to maintain staffing levels and provide consistent, reliable service. The Recipient is expected to perform up to 40 hours of service to City per week.

When performing these tasks, the Recipient staff and Community Cleaners/Drivers will use litter pickup tools, proper PPE such as gloves, high visibility clothing and appropriate protective wear. Community Cleaners/Drivers will dispose of litter only. If personal property is encountered, the Recipient will work in accordance with the City's procedures for addressing personal property.

The Case Manager will provide supportive case management services to Community Cleaners/Drivers while individuals are employed by the Recipient, tailoring to specific needs and barriers to housing, employment, other such as personal wellbeing. If a Community Cleaner/Driver is already receiving case management support from another party, the Case Manager will assist the Program Manager or other Recipient staff with program administration and development duties, supporting pre-employment readiness for prospective program participants, provide enhanced program tracking and reporting promote sharing successes and/or presenting to gain

notoriety for the program such as seeking out potential community employers, third party partnerships, awards, or acknowledgments to raise awareness. The Recipient will be responsible for reporting as outlined in the Agreement the related support that is provided by the Case Manager in fulfilling the purpose of this Agreement.

The Program Manager will maintain regular contact with the City's designated Agreement Representative within the Public Works Department, Solid Waste Division ("City Agreement Representative"), to be informed of specific hot spot litter areas of need as reported by residents and businesses within the agreed upon route. Service requests for litter collection will be administered by City staff and communicated to Recipient through the City Agreement Representative.

2. Foster and Grow an Inclusive Low Barrier Employment Program

The Recipient's program crew will be comprised of a minimum of six Community Cleaners or a combination of four Community Cleaners and two Drivers that may be employed either part-time or full-time, each working up to 40 hours per week, representing a cumulative total of 240 hours per week.

Community Cleaners/Drivers may be selected by the Recipient from Recipient clients, referred by the City's HART staff, or from the community-at-large. The Recipient will target employment offerings to clients who are individuals actively experiencing homelessness or housing insecure and actively working towards attaining housing stability/permanent housing, increasing their income.

For each Community Cleaner/Driver, no less than 80% of their work hours per week will be performing litter collection in the community and traveling to/from areas on the City-approved route. The remaining up to 20% of hours per week may be spent on trainings, working with the Case Manager or their third-party Case Manager to gain housing or job skills to alternate employment opportunities to transition from the program.

3. Benefits

Recipient shall provide at least a minimum comprehensive benefits package to Recipient staff and Community Cleaners/ Drivers including medical, dental, paid vacation and sick leave, and 401k retirement savings.

Expanded benefits will be offered to the Community Cleaners/Drivers based on individual circumstances, including but not limited to providing bus and/or fuel vouchers to crew members to support getting to work, providing connection to childcare or other support for Recipient program participants with child(ren), service/support animals such as a one-time or limited duration benefit stipend for childcare or pet care may be considered as part of the Recipient's supplemental request(s).

4. Training

To fulfill the 20/80% requirement, the Recipient will work with Partners in Careers (PIC) to provide their Career Academy on-site at the Recipient's location or other approved location, or transport crew member(s) to a PIC location in order to receive career counseling. Recipient crew

members may also be able to receive on-going career counseling for other qualified third-party trainers as long as they serve in the program.

A list of possible Recipient or PIC Career Academy trainings on work culture and general job skills courses may include, but is not limited to:

- Safety Procedures and Universal Precautions;
- CPR/First Aid, Blood Borne Pathogens and Syringe Safety trainings;
- Trauma-informed outreach, Peer Support trainings, Peer Counselor certification, etc.;
- Harassment Free Workplace, Professionalism in the Workplace; and
- One-on-one training or assistance with attaining industry specific certifications.

Minimum Tasks Required (1-3):

Task 1: Litter Abatement, Illegal Dumping & Bulk Item Cleanup Support

- a. Tour urban core areas and illegal dumping hot spots within City limits to clean up roadside litter and debris as specified in “Attachment B” Route Areas. Public spaces include City owned properties and rights-of-ways such as parks, sidewalks and medians throughout the City wherever ongoing or occasional cleanup needs are identified and designated locations serviced.
- b. Respond to requests from City staff i.e., Solid Waste, Operations, HART, Code Compliance, etc. to clean up litter or illegal dumping. Whenever possible, the Recipient will respond to requests within 24 to 48 business hours.
- c. Requests for litter cleanup or removal of item(s) from community members or businesses shall be directed to the City Agreement Representative or designee.
- d. Report overfull or other maintenance issues (damage, malfunctions, or necessary repairs) with any public trash and recycling containers in the Vancouver City Center, as detailed in Attachment B and provided by the City Agreement Representative.
- e. Properly handle, transport and dispose of all collected wastes including tires, white goods, including AC units or minifridges or sharps.

Task 2: Bag Service

- a. Provide positive peer-support service to unsheltered individuals living outdoors in encampments, vehicles or RVs including offering trash bags and/or bulky item removal. As needed, return for periodic removal of wastes from individuals or groups. Refer individuals to Recipient Case Manager or HART for additional support, as needed.

Task 3: Other

- a. HART: Dispose of abandoned property stored property or accumulated solid wastes as directed by the City’s HART staff, including requests to empty contents of HART receptacles and consistent with City policy and procedures.
- b. Litter Stewards: Provide litter bag pickup as directed by the City Agreement Representative from trained Litter Steward volunteers or areas where Litter Stewards have cleaned.
- c. Other: Private Property Litter Zone (“PPLZ”) provide secondary support as directed to the City’s Safe Park site(s), Safe Stay Sites, or any future City site determined pursuant to future City agreements with community stakeholders to address secondary impacts of unsheltered homelessness and litter and illegal dumping/debris. Upon approval from the City Agreement Representative and consistent with City Policy for Removing Litter from

Private Properties (“Policy”), attached as Attachment C, and only in the defined geographic location that is set forth in the Policy, the Recipient may respond to a request by qualified property owner(s) or their tenant(s), to remove certain types of litter from private properties located in a defined or close proximity to City Safe Stay, Safe Park or other area(s) as defined in Attachment C.

- d. Other: Create a business plan to build out near-term and longer-term visions and goals of the Talkin’ Trash program. Identify ways this program can further as a social enterprise and low-barrier employment opportunity with housing connections.
- e. Other: City initiated pilot programs as directed by the City Agreement Representative.

All tasks must be authorized and approved by the City’s Agreement Representative before any work can begin.

Attachment B: Route Areas

Route

- Areas will be subject to periodic review and revision over the term of this Agreement by the City. This list will be determined in collaboration with the City and Recipient.
- Frequency of visits may vary based on City Operations, Solid Waste, HART activities or available Recipient staffing on given day and week.
- As detailed in Attachment A: Scope of Work - **Task 1** and **Task 2** - are the primary tasks the Recipient's program will provide citywide, unless specified by location below.
 1. Litter Hot Spots & Illegal Dumping of Bulk Items
 2. Bag Service

Daily Visits

- Share House (~4 block area around)
- 16th / litter hot spots
- Sound Wall along Mill Plain, generally from Esther St west towards Lincoln Ave
- Reserve St
- Parking lot at Swift Skate Park, off 4th Plain & east of Reserve St
- Fruit Valley Rd (specifically along Thompson Ave)
- Return to those offered bags (schedule determined 1:1 w/individuals), **(2)**
- Various litter/illegal dumping hot spot as identified on the weekly stops (*detailed below*)

Weekly or as fits into route for monitoring, i.e., every-other-week (EOW)

- NE 94th Ave to WSDOT fence line, adjacent to Orchard's West Park (westside of I-205)
- Andresen & 18th St
- Marshall Park along WSDOT fence line, **(2)**
- Leverich Park
- Arnold Park
- Pacific Park, one side
- 147th near Walmart, blocks
- Old Apple Tree park
- Waterfront trail, east of I-5 to Marine Park
- MPE parking lot (EOW, upon request)
- Dead end at NW Lakeshore Ave bend before railroad overpass, connection into Fruit Valley Rd (as safe/feasible)
- Every Friday: City owned Shared Enclosures (9th St & Broadway, 11th St & Broadway)

Attachment C: Policy for Removing Litter from Private Properties

1. **Purpose.** This establishes the policies and procedures governing the collection of litter from private properties around: Site Name, located at: INSERT Address consistent with the Agreement between the Parties.

2. **Geographic Scope of Litter Cleanup on Private Properties.** The Recipient may only pick up litter on private properties that are located within the geographic area identified in the Private Property Litter Zone (“PPLZ”) Map that is attached to this Policy as Figure(s) 1.1 and 1.2.

3. **Types of Litter Collected.** The Recipient may only collect the following types of litter from private properties: (1) Sharps waste, such as hypodermic needles and syringes with needles attached, needle caps, (2) Human fecal waste, (3) Isolated food waste items, such as cans, bottles, and fast food packaging, and (4) Discarded cigarettes and cigarette butts. The Recipient may not remove clothing, furniture, bedding, large trash bags of garbage and other large items from private properties under the Agreement.

4. **Permission to Enter Private Property Necessary.** The Recipient will not enter private properties to remove litter unless specifically authorized to do so by the property owner or legal tenant. This policy must be followed without exception.

Permission may be provided by a property owner or lawful tenant either verbally, by telephone or in person, or in writing, by email or through other written correspondence. Oral permission must be documented on a written form. All permissions (written or oral) shall include the following information:

1. The name and address of the property owner (or tenant if the property is leased).
2. The date and time permission was provided by the property owner or tenant.
3. If verbal permission, whether it was provided over the phone or in person.
4. If verbal permission is provided by phone, the phone number of the property owner or tenant.
5. Other pertinent information, if any, such as a description of litter to be removed, date/time the litter was removed.

Residents and business owners may report the presence of litter on their property by contacting the Recipient or designated City Operations. City employees may obtain a property owner's permission on behalf of Recipient, but must send Recipient a copy of the permission such as by email as soon as practicable. Recipient shall keep all permissions on file for a minimum of three years. The City may request to review the documented permissions in accordance with Section 3 of the Agreement.

5. **Responsibility.** Recipient is responsible for ensuring that the policies and procedures set forth in this Policy are adhered to by the Recipient staff and crew.

Insert map showing parcel(s) with specified radius of private property liter zone, per Section 2.

Example below: Site in blue, radius 500' in red



Attachment D: Program Budget

Talkin Trash - City of Vancouver - 5 Yr Grant Agreement		2024 (Yr 1)
<u>Expenses</u>		
Staff Positions		
FTE		
Community Cleaners		4
Drivers		2
Case Manager		0.5
Total Staff FTE		6.5
Hourly Wages		
Community Cleaners	\$	16.28
Drivers	\$	17.28
Case Manager	\$	24.96
	\$	24.14
Salary & Wages		
Community Cleaners	\$	135,450
Drivers	\$	71,885
Case Manager	\$	25,958
Total Staff Salary & Wages	\$	233,293
<u>Management Positions</u>		
FTE		
Program Manager		1
Total Management FTE		1
Hourly Wages		
Program Manager	\$	34.90
Salary & Wages		
Program Manager	\$	72,587
Total Management Salary & Wages	\$	72,587
Benefits/Taxes Expense %		23.05%
Benefits/Taxes Expense \$	\$	70,505
Total Program FTE		7.5
Total Ops Expenses (excluding labor)		\$ 28,975
Total Program Operating Expenses (excluding admin)		\$ 405,359
Indirect Cost Allocation (12.5%)		\$ 50,670
Total Annual Operating Expenses (Max)		\$ 456,029



Staff Report: 238-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Comprehensive Plan Update – Equity Framework, Community Partnership Framework, and Goals Framework

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.
- 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.
- The Our Vancouver project to update the City's Comprehensive Plan has developed frameworks for Equity, Community Partnership and project Goals that align with and reflect the project charter previously endorsed by Council, and have been co-created with community partners.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

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.

On February 27, City Council endorsed a project charter for the Comprehensive Plan process, which identified three initial frameworks that would outline how we do the work and what our long-term desired outcomes are, to be finalized during the initial phase of the project:

- Equity Framework – Establishes a structure for ensuring disproportionately impacted and historically marginalized communities drive the policy design process.
- Community Partnership Framework – Provides details on how we inform, consult, involve, collaborate, and empower co-creative partners and community members during the plan development process. This also outlines overall community engagement goals and objectives, and provides details on the who, what, where and why of engagement.
- Goals Framework – provides an overall framework and structure for goals within the plan, including the outline of plan chapters and key themes for each chapter that reflect existing policy guidance and Council universal policy priorities.

Equity Framework

The equity framework formally identifies a definition of equity for the plan effort, identifies a set of equity principles, and establishes three initial priority equity outcomes for the plan effort:

1. As Vancouver grows, anyone who wants to can afford to live in the city in safe, stable housing.
2. Public transportation is a viable alternative to owning a personal vehicle and offers connectivity across destinations in Vancouver.
3. Create reparative policies that account for the ongoing harm caused by past racist policies, including those related to land use, housing, and the criminal legal system.

The framework at its core establishes a process for evaluating proposed policies and decision making processes during the planning effort, as well as future implementation of the plan.

Community Partnership Framework

The community partnership framework provides an overview of the co-creative process outlined in the public involvement plan, highlights the key advisory groups engaged in the project, the public involvement goals, and the tools that will be used throughout the project to engage community members. It also describes how input will be tracked and inform the overall process.

Since the kickoff of the plan update in May of 2023, in partnership with the project's Equity team, draft versions of the three frameworks have been developed, and reviewed by City Council during workshops in June, July and October, as well as being reviewed in detail with Planning Commission in November.

In addition to Council and the Planning Commission, the project Community Partners, which are the core committee of City residents who are tasked with co-creating policy with the City, held their first meeting in June. Over the course of eight meetings, the Community Partners have helped

develop the overall goals framework, provided input and helped develop the community partnership framework, and established the equity priority outcomes in the equity framework.

Goals Framework

The Our Vancouver Goals Framework was developed in alignment with the project vision statement, feedback received during the community visioning process, and input from the community partners. In addition, it reflects existing adopted policy directives, including the Climate Action Framework, 2023-2029 Strategic Plan, the Transportation System Plan, the Parks, Recreation and Cultural Services Comprehensive Plan and the Urban Forestry Management Plan. The goals framework outlines twelve individual chapters for the Comprehensive Plan, and associated themes from which more specific goals, policies and implementation measures will be developed during subsequent phases of the plan effort.

Upon adoption, these three frameworks will inform and shape the development of land use alternatives that outline how and where growth could occur over the next 20 years during the next phase of the Plan update process, and well as the development of chapter-specific goals and policies. Each alternative will reflect Council's core policy priorities of safety, equity and climate action and the final version of the draft vision statement including above.

Advantage(s)

The proposed Equity, Community Partnership and Goals frameworks provide clear direction on the process for updating the City's Comprehensive Plan, and the broad goals we are seeking to achieve, in alignment with the project charter.

Disadvantage(s)

No identified disadvantages.

Budget Impact

No additional budget impact is associated with this request.

Prior Council Review

- June 26, 2023: City Council Workshop reviewing the draft Community Partnership Framework
- July 3, 2023: City Council Workshop reviewing the draft Equity Framework
- October 2, 2023: City Council Workshop reviewing the draft Goals Framework

Action Requested

Approve a resolution formally endorsing the Equity, Community Partnership, and Goals Frameworks.

Domenique Martinelli, Senior Planner, 360-487-7943

ATTACHMENTS:

- ▣ Resolution
- ▣ Exhibit A - Community Partnership Framework
- ▣ Exhibit B - Equity Framework
- ▣ Exhibit C - Goals Framework

[December 18, 2023]

RESOLUTION NO. _____

A RESOLUTION endorsing the Equity Framework, Community Partnership Framework, and Goals Framework for the Comprehensive Plan Update, as described below in subsequent exhibits 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 last mandatory periodic update of the Vancouver Comprehensive Plan was 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, on February 27, 2023, Council approved Resolution M-4210, confirming the Comprehensive Plan Update chartering process and decision-making framework; requiring a defined process to ensure that the overall policy design process is driven through equitable co-creation with disproportionately impacted and historically marginalized populations; including a 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; including a framework for overarching goals to inform the Comprehensive Plan; and identifying chapters and elements and constructed with input from scenario planning and overall community partnership efforts; and

WHEREAS, the purpose of outlining an equity framework for the Comprehensive Plan update is 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, to ensure the Comprehensive Plan update process is designed and executed with equity as a central focus, and to ensure the update is reflective of City Council's stated goal of prioritizing equity and inclusion within the City; and

WHEREAS, by outlining the process of developing a robust, equitable, and co-creative policy design process with disproportionately impacted and vulnerable community members, stakeholders, and the public at large, the City can best ensure a community engagement approach is developed that leads to establishing clear expectations about what level of influence a community member or stakeholder's feedback will have on the overall process, and establishes concrete mechanisms for community accountability during plan development, implementation, and long term plan evaluation.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

City Council hereby endorses the following as it relates to the formation, development, and ongoing implementation of the Vancouver Comprehensive Plan:

RESOLUTION - 2

- A Community Partnership Framework that;
 - Formally establishes an Equity Team including both City Staff and Community Partners, who represent members of the community with deep connections to local communities and strong existing relationships that will help facilitate engagement and lead to a co-creative process;
 - Establishes three key phases of project engagement, as highlighted in Exhibit A.
- An Equity Framework that;
 - Establishes the following definition of Equity for the plan effort: A state or system of fairness or justice that recognizes and balances different challenges, opportunities, and needs across groups of individuals.
 - Outlines a six-step decision-making procedure for establishing and implementing policy throughout the Plan Update process
 - Establishes equity principles, and identifies equity priority communities for the plan that will be centered in the engagement and planning process, given these groups have been historically marginalized or most vulnerable to the impacts of policy decisions in the community.
- A Goals Framework that;
 - Defines a foundation vision statement for the plan, and identifies a structure of twelve chapters for the Comprehensive Plan, and their associated themes from which more specific goals, policies, and implementation measures will be developed throughout the planning effort.

ADOPTED at a Regular Meeting of the Vancouver City Council this 18th day of December, 2023.

Attest:

Anne McEnery-Ogle, Mayor

By: _____
Natasha Ramras, City Clerk (or Designee)

Approved as to form:

By: _____
Jonathan Young, City Attorney (or Designee)

EXHIBIT A: Community Partnership Framework

EXHIBIT B: Equity Framework

EXHIBIT C: Goals Framework

OUR VANCOUVER

OUR FUTURE 2045

COMMUNITY PARTNERSHIP FRAMEWORK

Prepared by WSP

December 18 , 2023

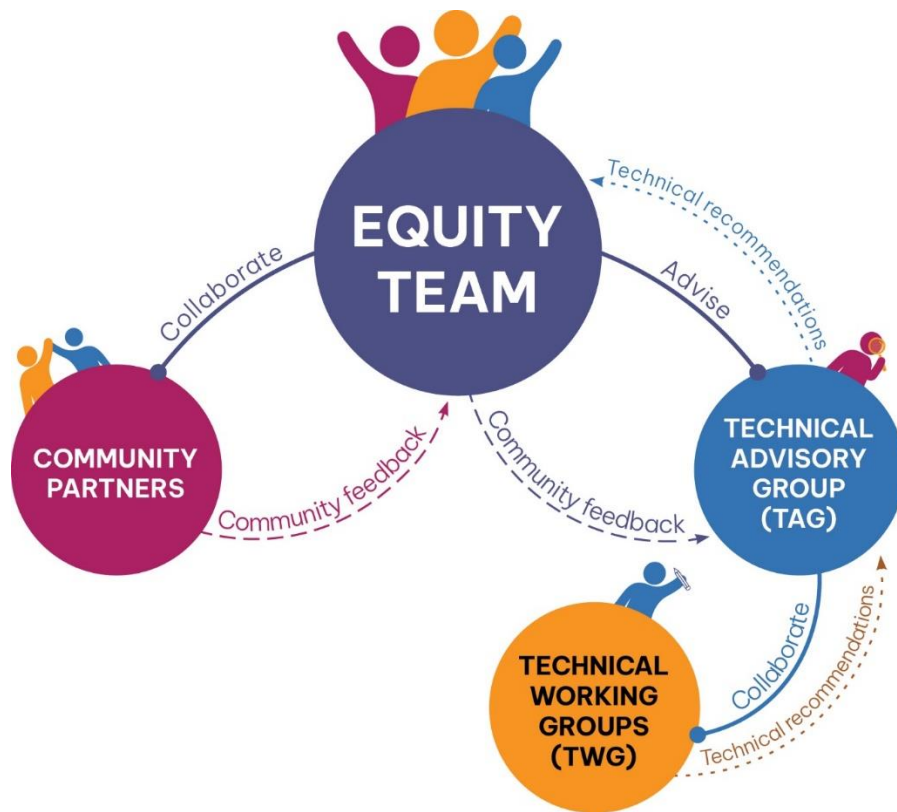
OUR VANCOUVER is a two- and a half-year initiative where community members and the City will embark on a co-creative process to update the City's Comprehensive Plan and Title 20 of the City's Municipal Code. The **OUR VANCOUVER** Public Involvement Plan is a strategic document that outlines the methods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

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

Co-Creative Process

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

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



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

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

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

Public Involvement Goals

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

Communication and Engagement Tools

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

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

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

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

PC = Planning Commission

CC = City Council

Digital Engagement

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

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

Data Analysis, Reporting, and Evaluation

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

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

OUR VANCOUVER

OUR FUTURE 2045

EQUITY FRAMEWORK

Prepared by Seva Workshop
December 18, 2023

Introduction

The Vancouver Comprehensive Plan is one of our community’s most important tools to help plan for the future. It provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver, and providing necessary public facilities. State law establishes the elements that cities with fast-growing populations must plan for, such as land use, housing, utilities, and transportation. While minor updates may be made as frequently as once a year, in 2023, the City of Vancouver embarked on a full Comprehensive Plan update to review and revise the entire plan to guide growth and development through 2045. This update is a major opportunity to integrate equity throughout the Plan.

Why Have an Equity Framework?

Comprehensive plans are major drivers of whether communities are equitable or not because they guide the distribution of rights and resources. Without an intentional focus, plans are likely to continue current inequities. An Equity Framework summarizes the process and principles for planning teams to consider equity in their technical work.

Equity Definition

Equity. A state or system of fairness or justice that recognizes and balances different challenges, opportunities, and needs across groups of individuals.

Equity Principles

- Understand and acknowledge the City’s full historical context, including past harms and seek opportunities to rectify them.
- Think beyond individual programs and projects to institutionalize equity in sustainable and meaningful ways.
- Prioritize communities that have historically been marginalized in future visioning for the built environment.
- Engage the community in creative ways that create a shared sense of vision, empowers people, and creates learning opportunities, trust, and relationships that last beyond this project.
- Be explicit about systemic racism in planning and the racial disparities that persist, in part because of this.

Priority Communities

The accompanying Equity Analysis and Equity Team discussion identified these communities as historically marginalized and/or most vulnerable. These groups will be centered in the engagement and planning process.

- BIPOC community
- People with low incomes
- People with disabilities, including neurodivergent
- Youth and children
- LGBTQ+ individuals
- Renters
- People without an address/ people experiencing homelessness
- Small business owners
- Refugees
- Undocumented population
- Formerly incarcerated population

Comprehensive Plan Framework

The framework is a simple process that can be used for every element of the Plan. Community members will be engaged at each step.

5. Analyze and refine goals, policies, and strategies with an equity lens. In partnership with community, ask:

- Who benefits and who is burdened by implementation of this policy? Does this policy bring the City closer to equity?
- What are potential unintended impacts of this policy? How can we monitor and mitigate these impacts?

4. Propose goals, policies, and strategies.

Develop goals, policies, and strategies that would bring the City closer to achieving equity by addressing root causes.



6. Implement with transparency and accountability.

Communicate the outcomes and continue engaging community members who have contributed to the planning process.

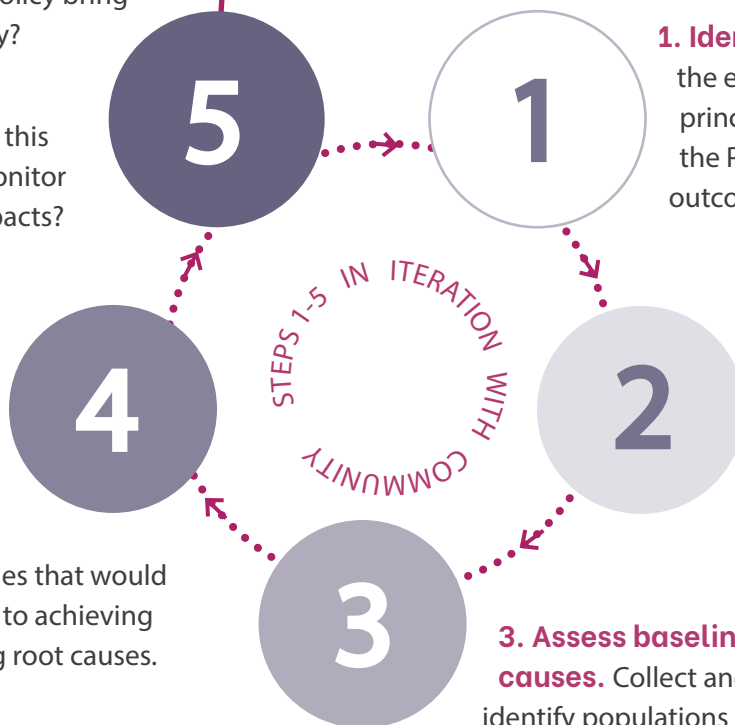
1. Identify outcomes. Apply the equity definition and principles (previous page) to the Plan element to identify key outcome(s) of interest.

2. Develop metrics.

Identify a measurable way to know if the outcome(s) is (are) achieved.

3. Assess baseline for gaps and root causes.

Collect and analyze data to identify populations and regions farthest from achieving the desired outcome according to the metrics. Build on the context and conditions analysis. Investigate disparities for their root causes (in other words, ask “why”) and identify the gaps that are within the City’s influence.



OUR VANCOUVER

OUR FUTURE 2045

GOALS FRAMEWORK

December 18 , 2023

Introduction

The City of Vancouver's Comprehensive Plan is an important tool that helps us navigate and plan for the future. The plan provides the overall long-term vision and policy direction needed to manage the built and natural environment in Vancouver and provide necessary public facilities needed to achieve that vision. The reality of long-term policy making in our community is recognizing that there is a wide range of complex, interconnected systems that influence how our community looks, operates, feels and functions, including market forces, federal and statewide policy, changing demographic and socioeconomic conditions, among other factors that will change over time. Within these larger forces there are areas where the City can shape and influence outcomes, like the delivery of municipal infrastructure and urban services, constructing, repairing, and maintaining roads, providing municipal services like water, sewer, fire and police protection, as well as parks & recreation programs and arts and cultural services. The City also administers land use policy and takes an active role in reviewing Vancouver's residential, commercial and industrial development for building safety, appearance, design, and function.

In these areas where the City can influence outcomes, Vancouver's next Comprehensive Plan, called **OUR VANCOUVER** will define the goals, policies, and implementation measures to guide the growth and development of our community over the next 20 years, with 2045 identified as the year for realizing the vision set forth in the plan. The City acknowledges that it has a deep responsibility to ensure that the intended and potential unintended consequences of policies developed through the Comprehensive Plan benefit community members that have typically been historically underrepresented, excluded or negatively impacted from public decision-making processes. Because of this, a specific equity focus has been integrated into the goals framework, to ensure insights and perspectives from these communities are emphasized and uplifted.

The last time the Plan was updated was **2011**, and since then, there have been significant demographic and socioeconomic changes that have occurred in our community.

How has our community changed since the last plan?

↑ **18%**
Population increase

↑ **64%**
Communities of color increase

↑ **34%**
Median income increase

↑ **174%**
Average home value increase

What is a Goals Framework?

The goals framework for the Comprehensive Plan will help to define the structure and organization by which we go about designing more specific goals, policies and implementation measures throughout the plan development process. The framework includes 12 chapters in which categories of policies will be integrated, as well as a set of key themes that will inform more specific goals in subsequent phases of the planning process.

What elements are legally mandated by law?

The Growth Management Act specifies mandatory elements that Cities in the State of Washington are legally required to integrate into their Comprehensive Plans. For Cities, this includes land use, housing, capital facilities, utilities, transportation, economic development, parks and recreation, and climate change and resiliency. As you read the goals framework, you will notice a number of chapters and elements that are included that aren't mandated by state law. These additional chapters were informed during the plan scoping process, the initial phase of community engagement, and input from the Community Partners - who are the core committee of City residents tasked with co-creating the plan with the City.

How was the Framework Developed?

The basis of the Goals Framework is the plan's vision statement – which was the result of a detailed visioning process which engaged more than 1,015 community members between June 2022 and February 2023. During this process, community members were asked about their hopes, needs and concerns, and their big ideas for the future of Vancouver. Some of the most frequently mentioned concerns included public safety, economic opportunity (jobs, business development and growth), housing affordability, houselessness, and climate change.

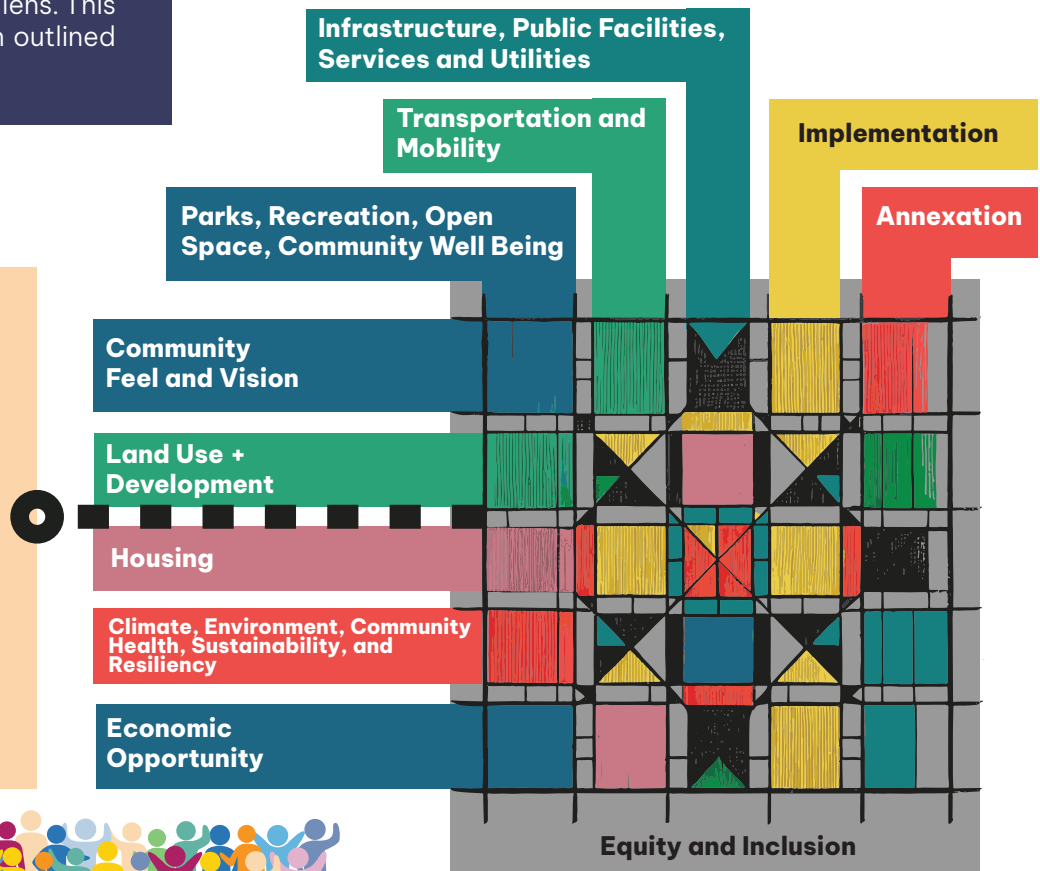
These themes were reviewed with the City's Strategic Plan Advisory Committee, and then incorporated into a vision statement for the Comprehensive Plan. The plan vision statement serves as the basis from which all other goals and policies in the plan are developed, and helped to prioritize additional elements to integrate into the framework, beyond what's legally mandated by state law. The Community Partners – who are the core committee of City residents tasked with co-creating the plan with the City, also played a major role in forming the goals framework – particularly in developing more detailed vision statements for each of the plan elements, which will serve as the foundation for the land use alternatives and policy development phases of the plan. They provided input on the community partnership framework, and established the equity priority outcomes in the equity framework, which heavily influenced the goals framework structure, which is shown below.

Equity

The graphic of the goals framework shown below represents a quilt, where the different elements of the Goals Framework of the Comprehensive Plan are weaved together. Equity represents the base fabric in which all of the plan elements are weaved into, symbolizing the approach of integrating equity into all aspects of policy development. The Goals Framework includes a chapter specific to equity and inclusion with goals and policies that will be developed, but all elements of the Goals Framework are evaluated through an equity lens. This is consistent with the approach outlined in the plan's equity framework.

Plan Vision Statement

"Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change."



Goals Framework

The framework for the plan includes chapters, represented in **bold text**, along with the **key themes and desired community outcomes** that will guide the development of more specific goals during the policy development phase of the planning effort.

- 1 **Introduction.** City's Core Values, Focus Areas.
- 2 **Community Feel and Vision.** Inclusive, Affordable, Safe, Vibrant, Accessible, Prosperous, Livable.
- 3 **Land Use and Development.** 15-minute neighborhoods, access to jobs & essential spaces, healthy, connected, resilient, harmony between built and natural environment.
- 4 **Housing.** Affordable, Accessible, Choice, diversity in sizes and types, Universal Design, Culturally Appropriate, Neighborhood Cohesion, reduce houselessness, Homeownership and opportunities for wealth creation.
- 5 **Equity and Inclusion.** Inclusive, Reparative, Promote health and wellness, Universal Access to Resources, Nurturing and Valuing All People.
- 6 **Climate, Environment, Community Health, Sustainability, and Resiliency.** Equitable and Just Transition, Increase Tree Canopy, Decrease Emissions, Community Preparedness, Community Stewardship and Resilience, Holistic Cycles of Consumption and Production, Access to Healthy Food, Built Environment Promotes Health.
- 7 **Economic Opportunity.** Support Business and Industry, Job Growth, Facilitate Startups and Innovation, Resilient Green Economy, Equitable Access, Wealth Creation, Access to Childcare.
- 8 **Parks, Recreation, Open Space, and Community Well Being.** Increase access, More Trails and Green Spaces, Inclusive and Safe Public Spaces, Climate Adaptation, Native Plants and Species, Increase Health Opportunities Through Recreation, Diversity in Amenities, Youth Programming.
- 9 **Transportation and Mobility.** Reliable, Frequent, Safe, Accessible, Equitable, Multi-Modal, Climate Friendly, Enhanced Transit, Regional Connectivity.
- 10 **Infrastructure, Public Facilities and Services and Utilities.** Utilize Existing Infrastructure, Expand Services and Programs, Equity Lens, Community Safety, Green Infrastructure.
- 11 **Annexation.** Sustainable Growth, Maintain Levels of Service.
- 12 **Implementation.** Actionable Policies, Alignment with Strategic Plan, Local and Regional Coordination, Accountability.



Staff Report: 239-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023
1/8/2024

SUBJECT Adopting the 2024 - Transportation System Plan

Key Points

- The Transportation System Plan was last updated in 2004. The Growth Management Act requires jurisdictions to adopt Transportation System Plans no less than every 20 years that include land use assumptions, multimodal transportation facilities needed to serve identified land uses, demand management strategies, and active transportation facilities needed to enhance community wellness and promote healthy lifestyles.
- Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city – bringing more activity to our streets.
- The Transportation System Plan (TSP) has undergone a four-year planning process with significant input from City Council, the Transportation and Mobility Commission (TMC) and the Vancouver Community. The TSP has had fourteen (14) workshops and one public hearing before the TMC, and ten (10) workshops and three (3) Resolutions before City Council.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The Vancouver Transportation System Plan is our 20-year vision for maintaining and growing a

transportation system that supports a safe, equitable, and resilient city. Transportation investment during the past 75 years focused primarily on cars. This TSP expands the focus to walking, rolling, bicycling and small mobility, taking transit, and moving freight. The policies, programs, and capital projects in the TSP will be integrated into the City's adopted roadway projects and programs, and some will be implemented through future updates to Title 9 and Title 11 of the Vancouver Municipal Code.

The TSP serves as the transportation element of the Comprehensive Plan. The Washington State Growth Management Act (GMA) requires adoption of a transportation plan consistent with land use, population, and job growth targets. Land uses coordinated with transportation result in mixed-use places where it is easy to walk, bicycle, use small mobility devices or take transit. The TSP process began before the Comprehensive Plan update but has been crafted to serve forecasted areas of growth. The 2045 Comprehensive Plan update will be complete in 2025, and at that time the TSP will undergo a minor update to ensure alignment with the goals and growth needs of the Plan.

Advantage(s)

1. Adoption of the 2024- 2044 Transportation System Plan will meet state requirements as outlined in the Growth Management Act.
2. The TSP's vision and goals will guide future transportation investments and align resource allocation to community values. The updated policies, programs and projects will better enable the City to meet our climate, equity and safety goals.
3. The adoption of the modal networks outlined in the plan will provide guidance in transportation facility type and design, and over time, create a connected network of streets designed to move people using all modes of travel.

Disadvantage(s)

Identifying new modal networks and associated projects will create expectations from the public to deliver on these projects over the next twenty years.

Budget Impact

The Vancouver Transportation System Plan (TSP) adopts a transportation vision that responds to the needs of a growing community including three main investment areas: capital projects, programs, and policies. These require both dollars and staffing to implement and manage.

While many of the policies and programs included in the TSP are part of the existing workplans and budgets, the Plan does include new or expanded programs that will require additional funding in the form of FTE's, capital project funding, or funding for professional services. The TSP is a twenty-year plan and policies, programs, and projects will be implemented over the course of that time-horizon, spreading the cost. Projects will be primarily budgeted through our existing process using the Transportation Improvement Program, which matches projects to existing funds and grants over a six-year period. New dedicated transportation revenues approved by Council in the 2023-24 biennial budget that focus on Complete Streets provide significant new funding in support of Plan goals. Any future staffing or programmatic resources would go through the typical bi-annual budgeting process.

Prior Council Review

The Transportation System Plan has ten (10) workshops and three (3) Resolutions before City Council. The following describes the project phase and topics covered at City Council workshops along with the related resolutions.

Project Phase: Planning Baseline. This phase included: State of mobility, Existing conditions, Vulnerability analysis, & Community input

- Council Workshops: Aug. 24, 2020; June 14, 2021
- Council Resolution: Dec. 20, 2021
- ResM-4161 Resolution on TSP Chartering Process

Project Phase: Values and Goals. This phase included: Enhanced Transit Corridor analysis, Community input on project values, and associated project opportunities.

- Council Workshop Apr 25, 2022; July 18, 2022

Project Phase: Goals, Priorities and Solutions. This phase included work on project prioritization, policies and programs, modal networks, project list and street typologies.

- Council workshops: Sept. 12, 2022; Jan. 9, 2023; May 22, 2023; July 10, 2023
- Council Resolution: Oct. 3, 2022; Feb. 27, 2023
- ResM-4191 Resolution for TSP Goals and Prioritization Framework
- ResM-4209 Resolution for Transportation System Plan Big Ideas

Project Phase: Draft Plan. This phase included reviewing the draft plan, plan edits, and feedback gathered during the public comment period.

- Council Workshops: Oct. 9, 2023; Nov. 11, 2023

Action Requested

On December 18, 2023, approve ordinance adopting the 2024-2044 Transportation System Plan, setting date of second reading and public hearing for January 8, 2024.

Kate Drennan, Principal Planner, 360-487-7959

ATTACHMENTS:

- ▣ Resolution TSP Chartering Process (Dec 2021)
- ▣ Resolution TSP Goals and Prioritization Framework (Sept 2022)
- ▣ Resolution TSP Big Ideas (Feb 2023)
- ▣ 23 12 18 Council PPT on TSP Adoption
- ▣ 23 12 18 Staff Report on 2024- 2044 Transportation System Plan Adoption
- ▣ 23 12 18 Ordinance on Adopting the 2024- 2044 Transportation System Plan
- ▣ 2024-2044 Transportation System Plan

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:

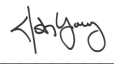
DocuSigned by:

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

10/3/2022

RESOLUTION NO. M-4191

A RESOLUTION confirming the Transportation System Plan update goals and the direction of the Project Prioritization Framework used to prioritize future project lists, including transportation projects in the City's 20-year Capital Facilities Plan (CFP) and 6-year Transportation Improvement Program (TIP); 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" and 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, The City adopted a Complete Streets policy in 2017 with the vision and intent of providing safe, accessible streets for all users, ages and abilities regardless of their preferred mode of travel; and

WHEREAS, 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, City Council affirmed in a workshop on June 14, 2021 that the City values of climate, equity and safety should guide the Transportation System Plan Update process;

WHEREAS, City Council adopted a resolution guiding the Transportation System Plan Chartering Process that includes affirmation via resolution at key steps in the update process, including for the project goals and prioritization framework; and

WHEREAS, the Vancouver Moves outreach team conducted multiple rounds of outreach to ask the public about their ‘transportation values’ to help draft the transportation system plan goals, including community roundtables in May – September of 2021 and six small group discussions focused on engaging equity communities, including BIPOC, disabled, and low-income communities; held six in-person events from August – September 2021 using a transportation values wheel exercise; and conducted surveys in English, Spanish, Vietnamese, and Russian between August – October of 2021 around transportation values to shape the draft Goals; and

WHEREAS, the outreach team heard the following themes and ‘values’ during the outreach events and surveys that were incorporated into the transportation goals, including “make it easier to walk, bike, or roll; address traffic safety; address network barriers and provide more direct connections; reduce congestion during rush hour; and make transit a better experience; and

WHEREAS, the City Council affirmed during a workshop on July 18th, 2022 that the Transportation System Plan goal statements reflect City Priorities, with safety, equity and climate action forming the top tier of goals, and the feedback of the Council, Transportation and Mobility Commission, and the community; and

WHEREAS, the Vancouver Transportation System Plan (TSP) will identify transportation projects, policies, and programs for the next twenty years and infrastructure projects included in the plan will feed into the transportation element of the City’s 20-year Capital Facilities Plan and into the Six-year Transportation Improvement Program (TIP); and

WHEREAS, the Vancouver Transportation System Plan will provide a prioritization framework to evaluate transportation projects in two phases for consideration by the City Council in order to group projects into near-term (TIP), medium-term, and long-term time frames; and

WHEREAS, phase one of the screening uses the lens of equity, safety, climate, and transportation choice by conducting a geographic analysis that applies the City's equity index score, accounts for crash rates and type, considers access to essential places, and accounts for future growth to shape where it is most important to invest in transportation infrastructure; and

WHEREAS, a second prioritization phase would consider when, e.g.- what timeframe to build projects by considering cost and potential funding opportunities, the ability to coordinate with the pavement or sidewalk maintenance programs, potential environmental or right-of-way impacts that could be costly and require a lengthy process, and where 'quick wins' could be achieved by closing gaps in otherwise continues mobility facilities; and

WHEREAS, the two prioritization phases will not create quantitative project scores, but will guide staff in their recommendations for project phasing, and provide information for City Council to use in their consideration when providing direction as to which transportation system plan projects are advanced into the 6-year financially constrained Transportation Improvement Program (TIP);

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

- The Vancouver Transportation System Plan shall include the following goals:
 - 1. Transportation Choice:** People in Vancouver have multiple comfortable, convenient options to get where they need to go.

2. **Safety:** Our transportation system keeps people safe when they walk, roll, bicycle, take transit, or drive.
3. **Climate:** Our transportation system helps to reduce our impact on the climate and our natural environment.
4. **Equity:** Transportation in Vancouver supports the needs of all and counteracts historic and current inequities.
5. **Regional Connectivity:** People and goods flow seamlessly through the region, advancing our shared prosperity.
6. **Maintaining Our Assets:** We take good care of our transportation infrastructure and invest strategically in new tools that help us operate the system better.

AND

- The Vancouver Transportation System Plan shall include a Project Prioritization Framework that uses a two-phased approach focused on where in City investment is most needed based on equity, safety, climate and transportation choice factors; and what timeframe is most feasible considering cost, funding and coordination opportunities, potential environmental or right-of-way impacts, and ability to secure ‘quick wins’ to close network gaps, to guide recommendations on project prioritization for the Transportation Improvement Program; and that this Framework is intended to provide guidance for Council decision making but in no way precludes any transportation priority the Council may wish to advance.

ADOPTED at a Regular Meeting of the Vancouver City Council this 3rd day of October, 2022.

DocuSigned by:
Anne McEnerny-Ogle
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Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Jonathan Young
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Jonathan Young, City Attorney

02/27/23

RESOLUTION NO. M-4209

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

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.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC5424...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Jonathan Young
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Jonathan Young, City Attorney



2024 – 2044 Transportation System Plan

Public Hearing for Adoption

Dec. 18, 2023



Kate Drennan, Principal Transportation
Planner, Community Development Department

Rebecca Kennedy, Deputy Director,
Community Development Department

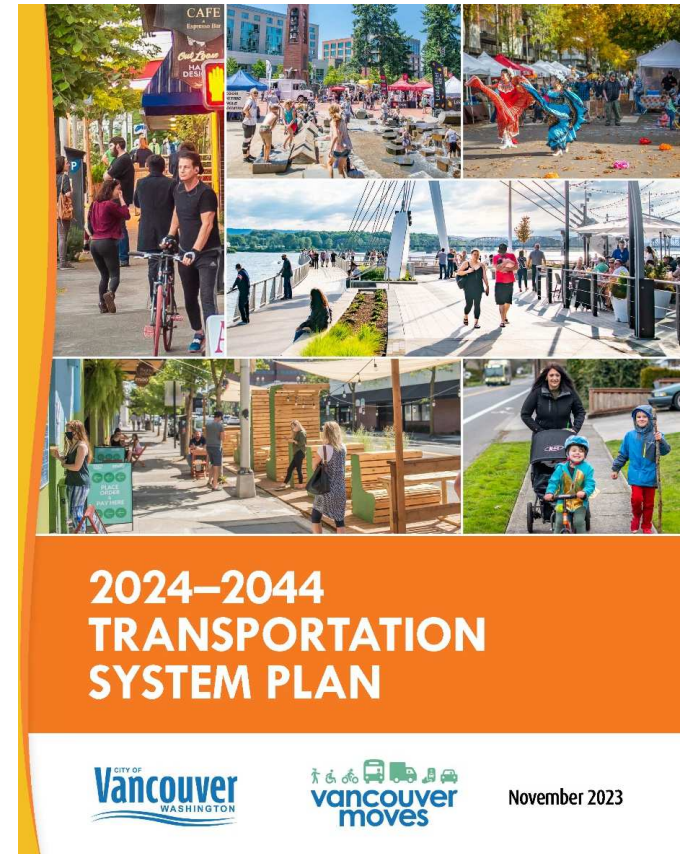
Agenda

- Plan Refresher

Action Requested

- Approve ordinance adopting the 2024 – 2044 Transportation System Plan

Transportation System Plan Update – 2



What is a TSP?

What are the core values?

The Transportation System Plan (TSP) provides a transportation vision, programs, policies, and investment priorities for the next 20 years. It serves as the transportation element of the Comprehensive Plan.



Climate

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



Equity

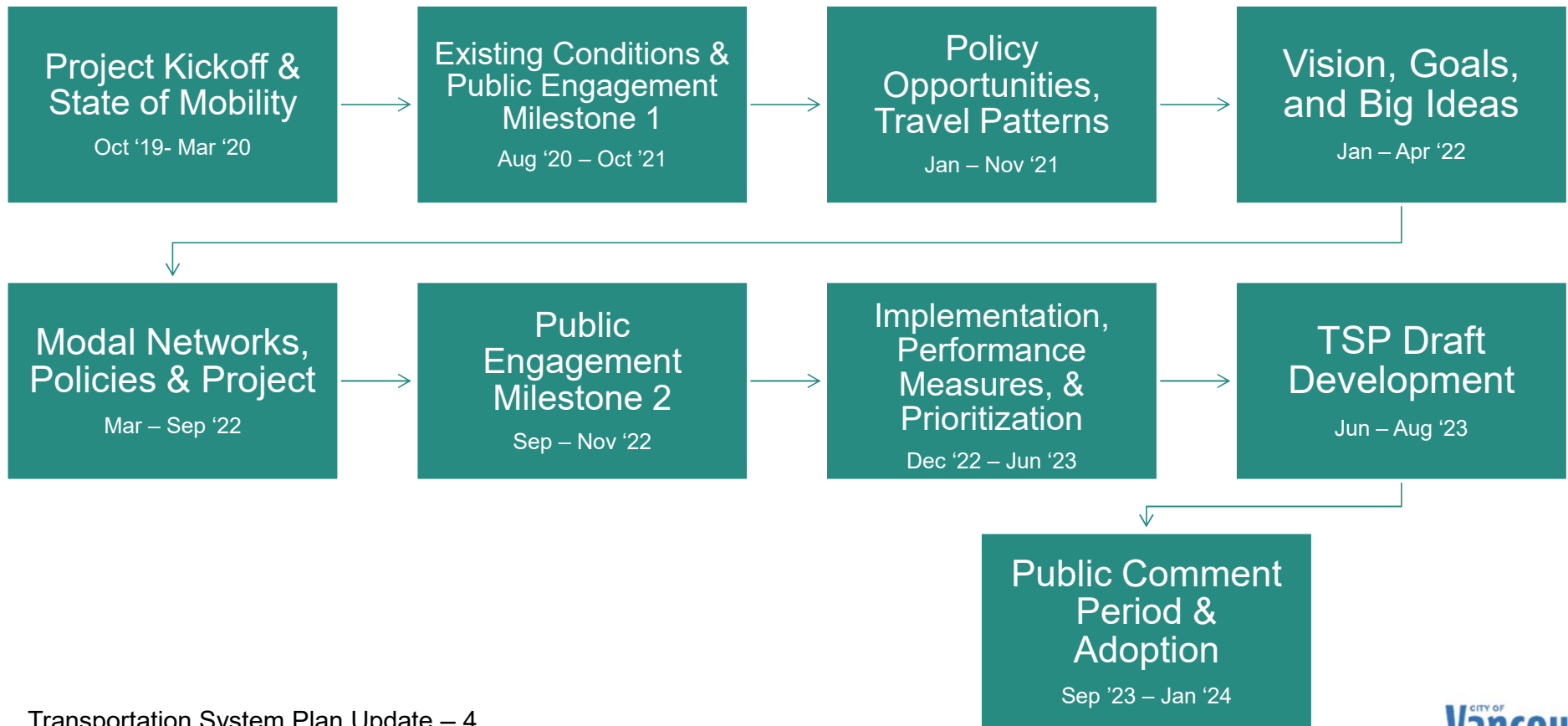
Transportation in Vancouver supports the needs of all and investment counteracts historic and current inequities.



Safety

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

Transportation System Plan Phases & Timeline



Transportation System Plan Update – 4

TSP Chapters

- 1. City on the Move**
- 2. By Vancouver, for Vancouver**
- 3. Vancouver Moves Vision**
- 4. Big Ideas**
- 5. TSP Networks**
- 6. Capitol Projects**
- 7. Implementation**
- 8. Moving Forward**



TSP Implications

- New policies will be implemented through internal work processes and via updates to Titles IV and VI in the code
- Programs will be implemented through updates to existing workflows and standing up new programs over time
- The Transportation Improvement Program will be updated to include near-term projects identified in the TSP

Next Steps

- Remaining transportation elements required to be included in the City's Comprehensive Plan (Air, Water, Rail Freight) will be addressed through Our Vancouver process.
- Minor update to the TSP post- Comprehensive Plan Adoption to ensure full alignment
- Staff begin on implementation of 'Near-term Priorities'
- Regular updates to Council on progress implementing the TSP

Requested Action

Approve ordinance adopting the 2024 – 2044
Transportation System Plan.

Questions?

Thank You



STAFF REPORT NO. [Staff Report No]

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 12/18/2023

Subject: Adoption of the 2024-2044 City of Vancouver Transportation System Plan

Key Points:

- The Transportation System Plan was last updated in 2004. The Growth Management Act requires jurisdictions to adopt Transportation System Plans no less than every 20 years that include land use assumptions, multimodal transportation facilities needed to serve identified land uses, demand management strategies, and active transportation facilities needed to enhance community wellness and promote healthy lifestyles.
- Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district, increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city – bringing more activity to our streets.
- The Transportation System Plan (TSP) has undergone a four-year planning process with significant input from City Council, the Transportation and Mobility Commission (TMC) and the Vancouver Community. The TSP has had fourteen (14) workshops and one public hearing before the TMC, and ten (10) workshops and three (3) Resolutions before City Council.

Strategic Plan Goals Alignment:

The TSP aligns with the universal policy priorities of climate, equity, and safety. The TSP also aligns with several of the Strategic Plan Goals:

Livability: the TSP goals advance livability through a focus on a safe transportation system, supporting and investing in climate-friendly travel modes, and creating equitable transportation access to meet the daily needs of Vancouverites.

Innovation: The TSP policies and programs are forward looking, incorporating new technologies, advances in transportation research and design, and identifying future trends shaping the way people and goods move throughout the City and the wider region.

Sustainability and Resilience: The TSP update reflects the growing climate crisis and need to move toward a transportation system that slows the growth in emissions and gives people safe and convenient alternatives to driving alone. The TSP focuses on projects that help to move more people within existing roadway space, recognizing that growth in the city will generate more trips without corresponding growth in roadway facilities.

Present Situation:

The Vancouver Transportation System Plan is our 20-year vision for maintaining and growing a transportation system that supports a safe, equitable, and resilient city. Transportation investment

during the past 75 years focused primarily on cars. This TSP expands the focus to walking, rolling, bicycling and small mobility, taking transit, and moving freight. The policies, programs, and capital projects in the TSP will be integrated into the City's adopted roadway projects and programs, and some will be implemented through future updates to Title 9 and Title 11 of the Vancouver Municipal Code.

The TSP serves as the transportation element of the Comprehensive Plan. The Washington State Growth Management Act (GMA) requires adoption of a transportation plan consistent with land use, population, and job growth targets. Land uses coordinated with transportation result in mixed-use places where it is easy to walk, bicycle, use small mobility devices or take transit. The TSP process began before the Comprehensive Plan update but has been crafted to serve forecasted areas of growth. The 2045 Comprehensive Plan update will be complete in 2025, and at that time the TSP will undergo a minor update to ensure alignment with the goals and growth needs of the Plan.

Advantage(s):

1. Adoption of the 2024- 2044 Transportation System Plan will meet state requirements as outlined in the Growth Management Act.
2. The TSP's vision and goals will guide future transportation investments and align resource allocation to community values. The updated policies, programs and projects will better enable the City to meet our climate, equity and safety goals.
3. The adoption of the modal networks outlined in the plan will provide guidance in transportation facility type and design, and over time, create a connected network of streets designed to move people using all modes of travel.

Disadvantage(s):

1. Identifying new modal networks and associated projects will create expectations from the public to deliver on these projects over the next twenty years.

Budget Impact:

The Vancouver Transportation System Plan (TSP) adopts a transportation vision that responds to the needs of a growing community including three main investment areas: capital projects, programs, and policies. These require both dollars and staffing to implement and manage.

While many of the policies and programs included in the TSP are part of the existing workplans and budgets, the Plan does include new or expanded programs that will require additional funding in the form of FTE's, capital project funding, or funding for professional services. The TSP is a twenty-year plan and policies, programs, and projects will be implemented over the course of that time-horizon, spreading the cost. Projects will be primarily budgeted through our existing process using the Transportation Improvement Program, which matches projects to

existing funds and grants over a six-year period. New dedicated transportation revenues approved by Council in the 2023-24 biennial budget that focus on Complete Streets provide significant new funding in support of Plan goals. Any future staffing or programmatic resources would go through the typical bi-annual budgeting process.

Prior Council Review:

The Transportation System Plan has ten (10) workshops and three (3) Resolutions before City Council. The following describes the project phase and topics covered at City Council workshops along with the related resolutions.

Project Phase: Planning Baseline. This phase included: State of mobility, Existing conditions, Vulnerability analysis, & Community input
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Council Resolution: Dec. 20, 2021
ResM-4161 Resolution on TSP Chartering Process

Project Phase: Values and Goals. This phase included: Enhanced Transit Corridor analysis, Community input on project values, and associated project opportunities.
Council Workshop Apr 25, 2022; July 18, 2022

Project Phase: Goals, Priorities and Solutions. This phase included work on project prioritization, policies and programs, modal networks, project list and street typologies.
Council workshops: Sept. 12, 2022; Jan. 9, 2023; May 22, 2023; July 10, 2023
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ResM-4191 Resolution for TSP Goals and Prioritization Framework
ResM-4209 Resolution for Transportation System Plan Big Ideas

Project Phase: Draft Plan. This phase included reviewing the draft plan, plan edits, and feedback gathered during the public comment period.
Council Workshops: Oct. 9, 2023; Nov. 11, 2023

Action Requested:

1. On December 18, 2023 approve ordinance adopting the 2024-2044 Transportation System Plan, setting date of second reading and public hearing for January 8, 2024.
2. On January 8, 2024, subject to second reading and public hearing, approve the ordinance adopting the 2024-2044 Transportation System Plan.

Kate Drennan, Principal Transportation Planner, Community Development Department,
Kate.Drennan@cityofvancouver.us

Attachments:

ResM-4161 Resolution on TSP Chartering Process
ResM-4191 Resolution for TSP Goals and Prioritization Framework
ResM-4209 Resolution for Transportation System Plan Big Ideas

Ordinance



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

12/18/2023 (Date of First Reading)
01/08/2024 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver, Washington relating to the mandatory transportation element of comprehensive planning in compliance with the Washington Growth Management Act, as identified in RCW 36.70A.020, adopting the 2024 – 2044 Transportation System Plan for the City of Vancouver, Washington; providing for severability and an effective date.

WHEREAS, the State of Washington’s Growth Management Act (Chapter 36.70A RCW)(GMA) requires the establishment of a Comprehensive Plan, which includes a mandatory transportation element as specifically required by RCW 36.70A.070, and the 2024 – 2044 Transportation System Plan (TSP) fulfills that requirement with the inclusion of multimodal transportation improvements and strategies to accommodate the impacts of development as authorized under RCW 36.70A.070(6)(b); and

WHEREAS, the TSP supports the City’s compliance with the GMA planning goals identified in RCW 36.70A.020(3), (12) and (14), specifically: “Transportation. Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled, and are based on regional priorities and coordinated with county and city comprehensive plans.” (RCW 36.70A.020(3)); “Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing

current service levels below locally established minimum standards.” (RCW 36.70A.020(12)); and “Climate change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.” (RCW 36.70A.020(14)); 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 and this 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, Livability and Sustainability and Resilience are two of the core values of the City of Vancouver’s 2023-2029 Strategic Plan, with Livability defined to include “public spaces that feel welcoming to people of all ages and abilities” and “abundant opportunity to access and engage in core community resources including natural resources, transportation, health care, education, cultural experiences and art;” and Sustainability and Resilience defined to include

“protecting water, reducing greenhouse gas emissions, maintaining tree canopies, ecosystem services, and biodiversity;” 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 the 2024-2044 Transportation System Plan directs continued Complete Streets investments that 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 TSP; and

WHEREAS, the TSP Project Team conducted ongoing community engagement throughout the TSP planning process, including two online open houses, in-person engagement at community events throughout the planning process, small focus groups, and four online community surveys at different project phases; and

WHEREAS, the Transportation and Mobility Commission participated in eleven workshops on the Transportation System Plan update over 2 ½ years, and voted unanimously to affirmatively endorse City Council adoption of the TSP at its December 5, 2023 Public Hearing; and

WHEREAS, the City Council participated in ten workshops over 3 ½ years, and approved resolutions ResM-4161 Resolution on TSP Chartering Process, ResM-4191 Resolution for TSP Goals and Prioritization Framework, and ResM-4209 Resolution for TSP Big Ideas, in support of the TSP; and

ORDINANCE - 3

WHEREAS, the City Council held a duly advertised first reading of this Ordinance on December 18, 2023 followed by a duly advertised second reading and public hearing of this Ordinance on January 8, 2024 to consider the Transportation and Mobility Commission recommendations of approval and public testimony; and

WHEREAS, pursuant to adoption of this Ordinance, the Vancouver City Council adopts the 2024 - 2044 Transportation System Plan in the form attached to this Ordinance as Exhibit A.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The 2024-2044 Transportation System Plan, attached hereto as Exhibit A and incorporated herein, will advance the policies, programs, and projects therein to support Vancouver's vision of "City streets [that] are safe and comfortable for people walking, rolling, using small mobility devices, and taking transit" and the goals of safety, equity, climate, transportation choice, regional connectivity and maintaining City assets.

Section 2. The 2024-2044 Transportation System Plan will be implemented through timely amendments to Title 9 and Title 11 of the Vancouver Municipal Code necessary to update existing standards and codes in conformance with the policies adopted through this Ordinance.

Section 3. If any clause, sentence, paragraph, section, or part of this Ordinance, the 2024-2044 Transportation System Plan, or the application thereof to any person or circumstances shall be ordered by any court of competent jurisdiction to be invalid, such order or judgment will be confined in its operation to the controversy in which it was rendered and will not affect or invalidate the remainder of any parts thereof to any other person or circumstances, and to this end

ORDINANCE - 4

the provisions of each clause, sentence paragraph, section or part of this Ordinance and the 2024-2044 Transportation System Plan are hereby declared to be severable.

Section 4. This Ordinance becomes effective 14 days after the date of final passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this 9th day of January, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington relating to the mandatory transportation element of comprehensive planning in compliance with the Washington Growth Management Act, as identified in RCW 36.70A.020, adopting the 2024 – 2044 Transportation System Plan for the City of Vancouver, Washington; 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).

ORDINANCE M-_____

**EXHIBIT A
2024 – 2044 TRANSPORTATION SYSTEM PLAN**

[ATTACH COPY OF TSP AND/OR INSERT LINK TO FILE WITH DATE OF TSP]

ORDINANCE - 7



2024–2044 TRANSPORTATION SYSTEM PLAN

Introducing the Vancouver Transportation System Plan

It is our pleasure to introduce the 2023 Transportation System Plan. Transportation is an essential activity; it's how we get to work and school, pick up groceries and kids from daycare, and visit family and friends. Everyone in Vancouver deserves safe and reliable transportation options for moving around the city and the region, particularly as Vancouver grows and changes. The Transportation System Plan (TSP) outlines the community's 20-year vision for transportation in Vancouver and provides a roadmap for getting there.

The TSP builds off the City's 2016 Complete Streets Policy, which prioritizes safe travel options for all users regardless of age, ability or mode of travel. It also supports other goals and initiatives such as Vancouver's Climate Action Framework and the 2023-2029 Strategic Plan which identify investments in low and zero emission travel options and safe mobility as key priorities.

The updated TSP couldn't have happened without input from the hundreds of community members and organizations that helped shape it over a multi-year planning process. We've heard the need for more and better sidewalks, increased transit service and frequency, travel options that help reduce congestion and complete streets that work for everyone. The goals outlined in the TSP represent our collective work and shared vision for the future of transportation in Vancouver.

Our street network represents the City's largest physical asset, and maintaining and enhancing this system is a key priority for the City Council. We all deserve a transportation system that meets our daily needs, gives us choice in how we travel and is safe and equitable.

Sincerely,

Mayor Anne McEnerny-Ogle
Mayor Pro Tem Ty Stober
Councilmember Sarah J. Fox
Councilmember Bart Hansen
Councilmember Kim D. Harless
Councilmember Erik Paulsen
Councilmember Diana H. Perez
City Manager Eric Holmes

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Emily Benoit

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City of Vancouver
Clark County
C-TRAN
Southwest Washington Regional Transportation Council (RTC)
Washington State Department of Transportation
Vancouver Public Schools
Evergreen Public Schools
Vancouver Fire Department
City of Camas
Port of Vancouver
Clark County Public Health

MAYOR AND CITY COUNCIL

Mayor Anne McEnerny-Ogle
Mayor Pro Tem Ty Stober
Councilmember Sarah J. Fox
Councilmember Bart Hansen
Councilmember Kim D. Harless
Councilmember Erik Paulsen
Councilmember Diana H. Perez
City Manager Eric Holmes

TRANSPORTATION AND MOBILITY COMMISSION

Chair: Eduardo Ramos
Vice Chair: Jeananne Edwards
Members: Connor Godsil, Corey Grandstaff, Leah Jackson, Soroush Mohandessi, Michael Paine, Tinh Phan, Mario Raia, Derya Ruggles, Ken Williams

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Executive Summary

The Vancouver Moves: Transportation System Plan (TSP) serves as the City’s 20-year vision for transportation, covering 2024-2044. Transportation investment during the past 75 years focused primarily on cars. This TSP expands the focus to walking, rolling, bicycling and small mobility, taking transit, and moving freight. The TSP will be implemented through a series of policy changes, programs, and capital projects that make our streets safe and welcoming.

What Guides the TSP?

Six goals and six big ideas—informed by the community—will guide future transportation investments and align resources to community values.

OUR GOALS



Safety



Equity



Climate



Transportation
Choice



Regional
Connectivity



Maintaining
Our Assets

THE BIG IDEAS

1. **Support Thriving Neighborhoods:** Make walking, small mobility, and transit options convenient for neighborhood travel.
2. **Create Complete Corridors:** Create complete corridors that connect growth areas, support business, serve transit, and maximize safety.
3. **Connect People to Transit:** Fill sidewalk gaps, add safe crossings, and support speed and reliability projects that keep transit moving efficiently.
4. **Build Low-Stress Networks:** Make the walking, bicycling and small mobility networks inviting for all ages and abilities.
5. **Make Growth a Benefit for All:** Manage growth by leveraging investments from new development and use parking and demand management policies to support livability.
6. **Embrace the Future:** Adopt new technologies and track data to help meet our goal of carbon neutrality by 2040.

OUR NETWORKS

Networks for all types of travel provide a policy framework and roadmap for capital investment to guide what types of improvements are made and where.



WALKING AND ROLLING

The Walking and Rolling network identifies pedestrian corridors and centers to improve safety and connections.



BICYCLING AND SMALL MOBILITY

The Bicycling and Small Mobility (BSM) network creates low-stress facilities attractive to a wide market of users.



TRANSIT

A set of Enhanced Transit Corridors was designated as places where high-quality transit should be a priority.



FREIGHT

Freight corridors establish the size and types of freight that need to use our streets.

What’s Next?

The TSP provides the policy framework and list of projects and programs that will help the City meet its safety, equity, and climate goals. First up on the City’s list is to develop a **complete corridors program** that will transform a handful of streets each year into places where people can safely and comfortably walk, bike, or take transit. The City will **work with the development community** to rethink how the impacts of new development on the transportation system are measured. **Vision zero** and **safe routes to school** will also be key first initiatives to help improve safety for all Vancouverites.



1. A City on the Move

The Vancouver Moves: Transportation System Plan (TSP) is grounded in shared community values. It provides a transportation vision, programs and policies for the next 20 years (2024-2044).

Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district, increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city. Vancouver sits at a virtual crossroads shaped by the Columbia River and the West Coast’s major interstate, I-5, and is well-positioned to capture economic benefits from regional trade.

But growth can come with challenges. Vancouverites place a high priority on neighborhood livability as well as access to parks and schools. As more people live and work in Vancouver, concerns grow about congestion, safety, and displacement of people with lower incomes, communities of color, and renters.

Yet these desires—for both progress and preservation—do not need to be in conflict. Vancouverites have consistently shared their values—people want safe streets and comfortable and reliable ways to move within their neighborhood, city, and region. For some, that means better walking and rolling conditions; for others, that means better access to frequent transit or more reliable ways to drive.

Our Core Values

With input from the community, the Vancouver City Council prioritizes safety for its residents, funding and processes that center equity, and action-oriented solutions to the climate emergency. These values were integrated into the TSP goals.



SAFETY



EQUITY



CLIMATE

Vancouver by the Numbers



200,000

people live in Vancouver as of 2023—the largest city in Clark County



31,000

more people live in Vancouver in 2021 compared to 2010—a 19% increase



\$63,600

median household income



20%

speak a language other than English at home



12.7%

live in poverty



9.7%

have a disability



48%

rent their home and 52% own their home



10%

Identify as LGBTQ



6%

are veterans



97%

are employed



29%

hold a Bachelor’s degree



22%

are under age 18

For an overview of community characteristics and transportation patterns, see **Appendix A: State of Mobility.**

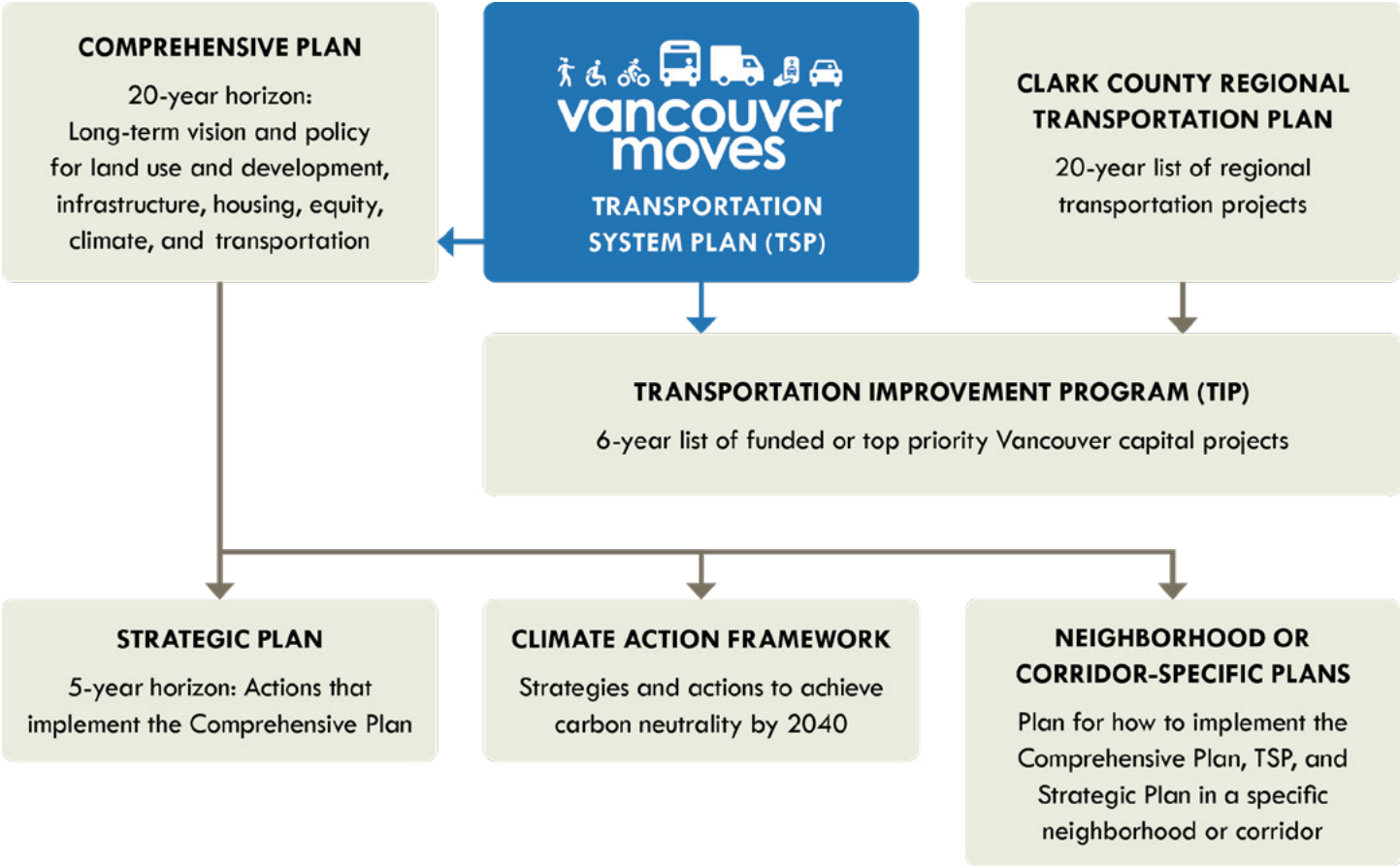


What is the TSP?

The Vancouver Moves: Transportation System Plan Update (TSP) is our 20-year vision for maintaining and growing a transportation system that supports a safe, equitable, and resilient city. Transportation investment during the past 75 years focused primarily on cars. This TSP expands the focus to walking, rolling, bicycling and small mobility, taking transit, and moving freight. The policies, programs, and capital projects in the TSP will be integrated into the City's adopted roadway projects and programs.

The TSP serves as the transportation element of the Comprehensive Plan. The Washington State Growth Management Act (GMA) requires adoption of a transportation plan consistent with land use, population, and job growth targets. Land uses coordinated with transportation result in mixed-use places where it is easy to walk, bicycle, use small mobility devices or take transit. The TSP process began before the Comprehensive Plan update, but has been crafted to serve forecasted areas of growth. The 2045 Comprehensive Plan update will be complete in 2025, and the TSP may be amended to ensure alignment with the goals and growth needs of the Plan.

The TSP ties into several City plans and policies as well as the Clark County Regional Transportation Plan:



Key Outcomes of the TSP

- 1

MAINTAIN QUALITY OF LIFE IN A TIME OF GROWTH

Vancouver's growth into a more urban city must be balanced with maintaining the community's quality of life.
- 2

CENTER EQUITY IN TRANSPORTATION

Choices about transportation investment, project development, and community participation must integrate equity in every step.
- 3

DIVERSIFY TRANSPORTATION OPTIONS

Comfortable and convenient walking and rolling, bicycling and small mobility, carpooling, and transit options will attract more people and are essential to making our streets safer and more equitable.
- 4

PRIORITIZE SAFETY

Design that maximizes safety and is supported by policy and programming to make streets safe for everyone.
- 5

RESPOND TO COMMUNITY PRIORITIES

The TSP seeks to engage community in a genuine and equitable manner, ensuring TSP policies, programs, and projects are effective and reflective of the needs of our residents, workers and visitors.
- 6

BUILD SUPPORT FOR MULTIMODAL STREETS

Transportation is a major concern for residents, as voiced in the City's Strategic Plan. The TSP process educates the public and stakeholders about the value of a multimodal system and the common tradeoffs cities face during project implementation.

What is Vancouver Moves?

Vancouver Moves serves as the umbrella name for all transportation investments in the City. The TSP sits under this brand along with corridor safety and mobility projects.



Where We Plan

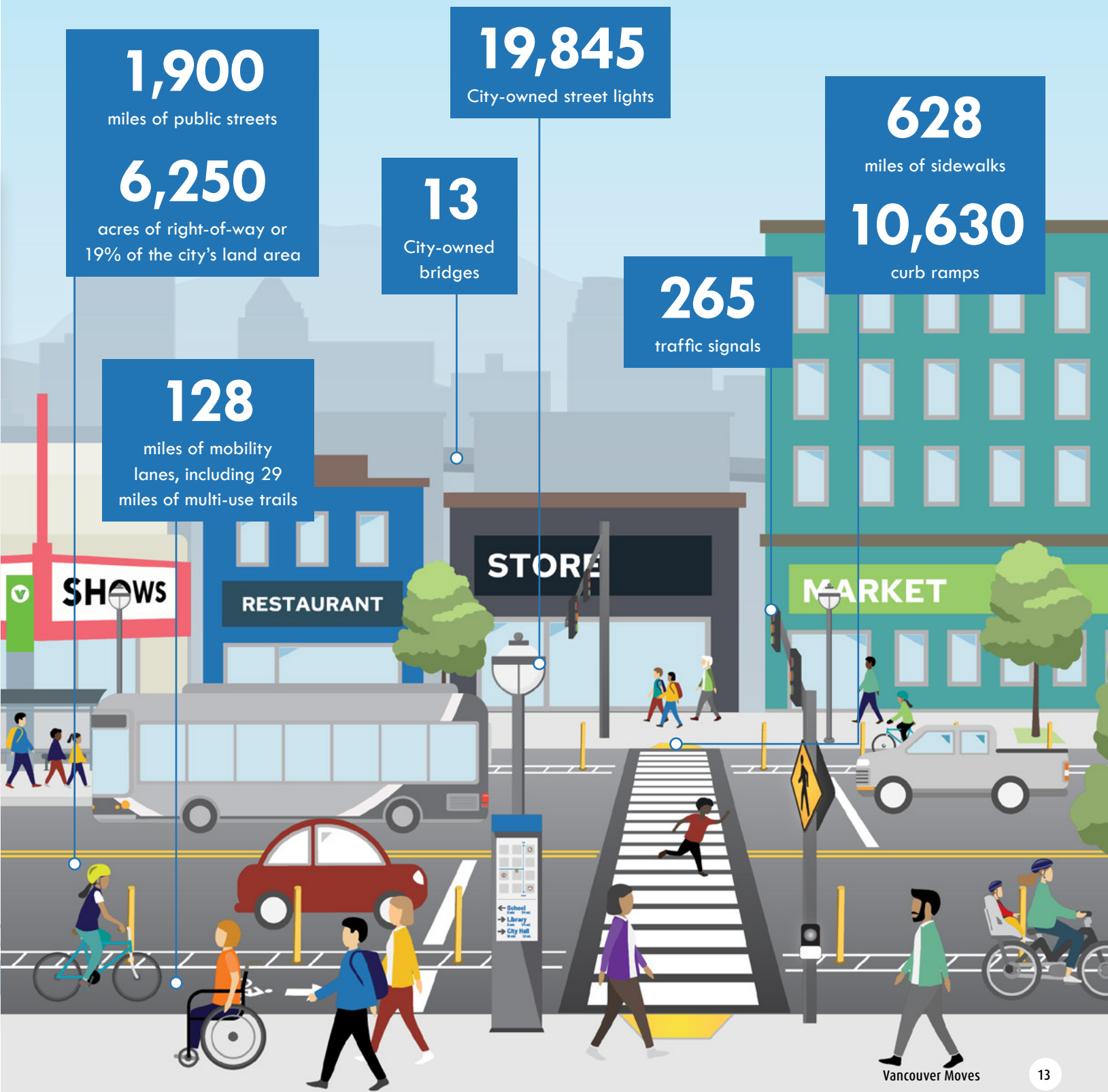
The City of Vancouver measures 46.5 square miles with a population density of 4,000 residents per square mile in 2022. The downtown core sits west of I-5. Considerable growth is occurring between I-5 and I-205 in the Heights neighborhood and along Fourth Plain Boulevard. East of I-205, the Columbia Tech Center area continues to expand.

Vancouver has an Urban Growth Area (UGA) that is larger than the city boundary. The UGA is an area designated for future growth and annexation to eventually become part of Vancouver. The UGA will add 162,283 people, 30,000 jobs, and 732 miles of streets to the city. TSP policies, programs, and modal networks will apply to areas of the UGA as they are annexed.



Our Transportation System

Vancouver's Community Development Department develops the City's long-term transportation vision and plans, while the Public Works Department designs, operates and maintains the transportation network. Our assets include:



How We Travel



82%

of workers drove to work in 2021, compared to 86% in 2019



24.8

minutes is the average commute time in 2021, which is about the same as 2019 (25.4 minutes) and slightly shorter than the average for Washington State



11,000

daily rides on C-TRAN services in 2021



67%

of Vancouver residents commute to another city for work

For detailed information on the transportation system, see **Appendix D: Existing Conditions.**

For a review of policies that helped form the TSP vision and a discussion on travel patterns, including post-COVID data, see **Appendix E: Policy Opportunities & COVID Travel Patterns.**



Our Partners

Input from the public and stakeholders guided TSP development at every step in the process.



City Council

City Council adopted actions throughout the project, ensuring the TSP methodologies and vision met community needs. Key methodologies endorsed by Council included the equity index (see chapter 3 for more details) and project prioritization criteria and framework (see chapter 6). Council reviewed the TSP goals, policies and programs, and modal networks multiple times to ensure comprehensiveness, and Council approved the outreach strategy to specifically reach people who may not be engaged in planning processes.



Transportation & Mobility Commission

The Transportation and Mobility Commission (TMC) consists of 11 volunteers from the community who provide advice to City Council and transportation staff on a variety of mobility-related topics. A major responsibility of the TMC consisted of ongoing review of the TSP and a recommendation to Council for adoption. The TMC was engaged more than a dozen times throughout the project.



Technical Advisory Committee

City of Vancouver and agency partner staff participated in a Technical Advisory Committee (TAC) around the TSP's technical work. Participation included:

- City of Vancouver
- Clark County
- Clark County Public Health
- C-TRAN
- Regional Transportation Council (RTC)
- Washington State Department of Transportation (WSDOT)
- Vancouver Public Schools and Evergreen Public Schools
- City of Camas
- Port of Vancouver



Community Members

Vancouver residents participated in activities and events throughout the process. See Chapter 2 for details.



Going Beyond the Bicycle

Traditionally the space between driving lanes and the sidewalk has been designated as “bike lanes.” But scooters, one-wheels, bikeshare bicycles, e-bikes, cargo bikes—all use the “bike lane.” The TSP includes policies and programs that welcome these services and devices into Vancouver.

Renaming bike lanes as “mobility lanes” provides a more inclusive term for the many different types of devices we need on our streets to meet our climate goals. The term “mobility lane” also helps us account for the emerging speed differential between bikes, e-bikes, and other mobility devices.

Common terms used in the TSP include:

- Bicycle and small mobility (BSM) referring to the networks and devices that use the street
- Mobility lanes, referring to the types of facilities that BSM users travel on. Common facility types include:
 - Protected Mobility Lane (PML)
 - Buffered Mobility Lane (BML)
 - Mobility Lane (ML)



See pages 44–45 for examples of mobility lanes.

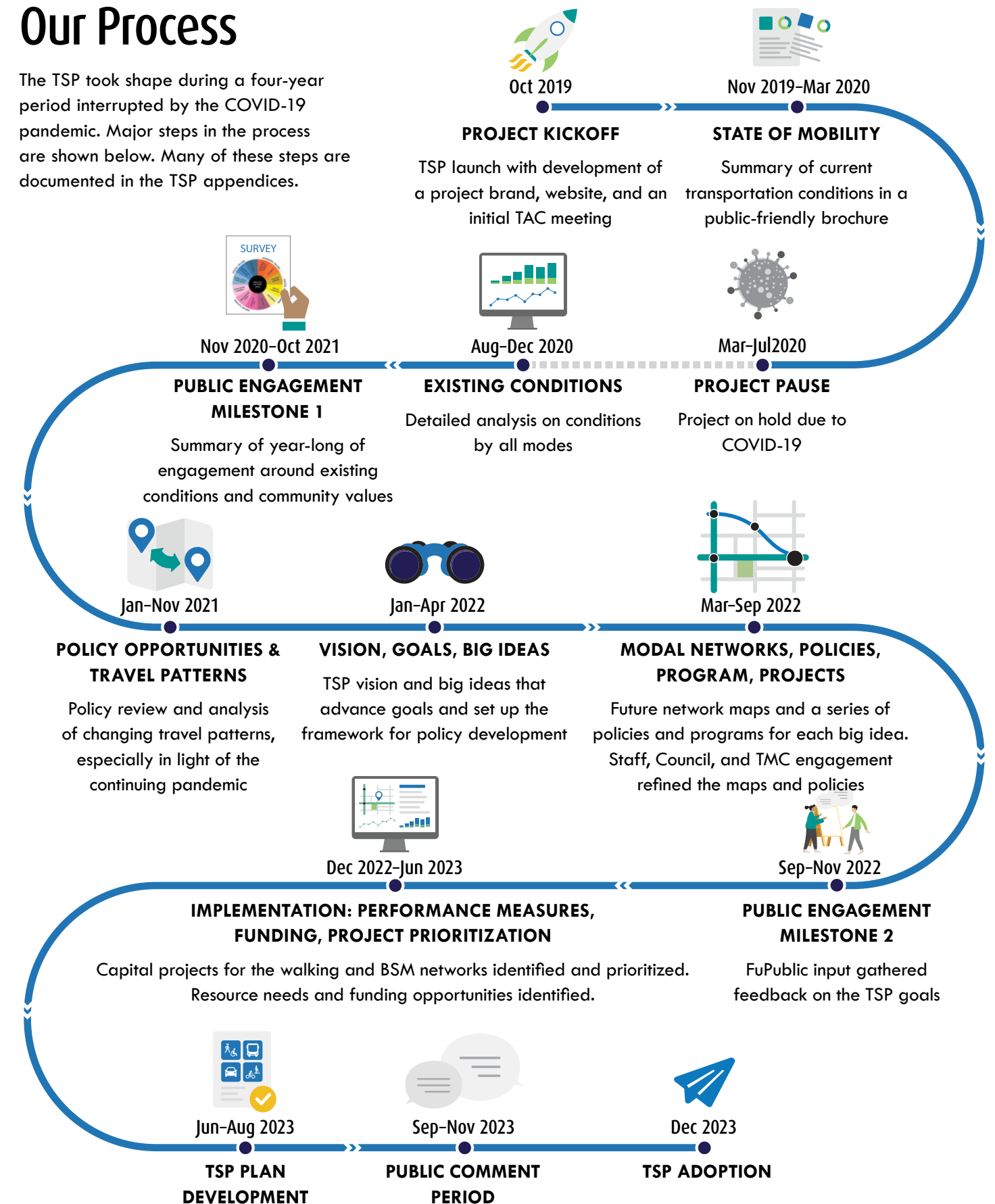
What is “Walking”?

Walking, with or without the aid of a mobility device, is the most basic form of transportation. This plan uses a broad definition of the terms “pedestrian” and “walking.” These terms include people who travel on foot, as well as people who roll using mobility devices such as wheelchairs. The TSP generally refers to “walking and rolling” to be inclusive of people who use wheelchairs and other mobility devices to move around the City of Vancouver.



Our Process

The TSP took shape during a four-year period interrupted by the COVID-19 pandemic. Major steps in the process are shown below. Many of these steps are documented in the TSP appendices.



2. By Vancouver, for Vancouver

The TSP was developed through extensive community engagement. A core principle of engagement consisted of reaching those who are not traditionally involved in community planning.

Engagement strategies included:

- **Go where people are already gathering.** Tabling at events such as the Multicultural Resource Fair at Clark College, the East Vancouver and Downtown Farmer’s Markets, and LULAC Grows Mercado on Fourth Plain Boulevard reached hundreds of people.
- **Reduce barriers to participation.** Six community round tables were held at each engagement milestone. Participants were provided with free transportation and a stipend for participation. Attendees included people with low vision, people of color, people with disabilities, low-income individuals, and those living with limited housing options.



SOCIAL MEDIA

- Facebook
- Twitter
- NextDoor
- Mobility Mondays



CITY NEWSLETTERS

- Vancouver CONNECTS
- Vancouver MESSENGER
- Office of Neighborhoods



FLYERS AND MATERIALS

- Mobility Snapshot
- FAQ Fact Sheet
- Vancouver Moves website
- Be Heard Vancouver



VIDEOS

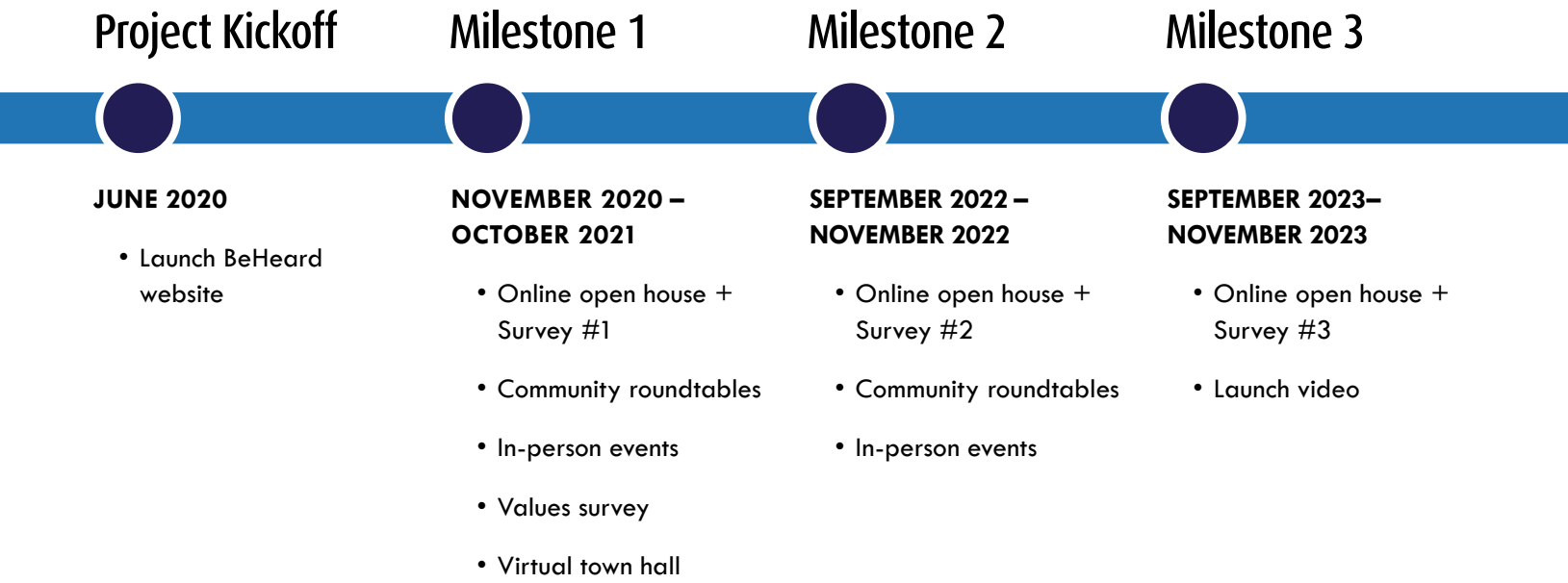
- TSP Welcome Video
- Transportation stories videos



DIRECT OUTREACH

- Phone
- Email
- Tabling and events
- Community roundtables

Communication continued throughout the project, but engagement activities intensified during two time periods, referred to as milestone 1 and milestone 2. Milestone 1 stretched nearly a year due to the COVID-19 pandemic. The first half of this engagement period asked people about their experience using the transportation system, and their values. Milestone 2 asked for feedback on the TSP goals and big ideas, modal networks, and key policies.

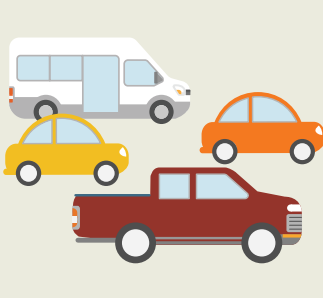


For detail on each engagement milestone and findings, see **Appendix B: Public Engagement Summary – Milestone 1**, **Appendix C: Public Engagement Summary – Milestone 2**, and **Appendix N: Public Engagement Summary – Milestone 3**.



Milestone 1 Themes

Challenges



Growth-related congestion is a concern. Congestion throughout the city is increasing as Vancouver grows.



Addressing traffic safety is the most important improvement to the city's walking, rolling, and BSM networks. High traffic speeds, lack of designated facilities, and aggressive driving were noted as key challenges.



Improving the non-motorized network is a community priority. Approximately 70% of survey participants rated Vancouver's pedestrian (sidewalks, trails, and crossings) and BSM networks as "needing work."

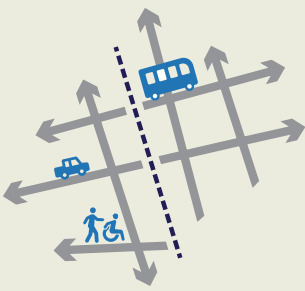


Most respondents (51%) said they feel somewhat unsafe riding a bike in the city. Those who feel safe or very safe accounted for 22% of responses, with the remaining saying they feel very unsafe. The main barriers to cycling comfortably in the city are inadequate existing mobility lanes, aggressive drivers, a lack of mobility lanes in some places, and unsafe crossings.

Opportunities



Make it easier to walk, bike, or ride transit. Most survey respondents ranked this as the top priority for improving Vancouver's street system.



Addressing network connectivity and transportation barriers throughout the city was one of the most frequently identified transportation needs regardless of transportation mode.



Exercise and walking or rolling to neighborhood parks were a top reason why community members said they want to safely walk and roll. Running errands and walking or rolling for social excursions, or just for fun, were also highly desired.



The top priorities for improving the transit system include expanding The Vine BRT, making it easier to walk to the bus, improving bus stops (shelters, seating, lighting), and installing bus lanes/signals to speed up transit travel times.

Milestone 2 Themes

During the second engagement milestone, community members gave input about the TSP modal networks, and related policies and programs. Participants were asked about the multimodal networks in general and were then asked about priorities specific to walking and rolling, BSM, and transit.

The top three priorities for each network are shown as follows.

MULTIMODAL CORRIDORS

- 1. Make it safer and more comfortable to ride a bicycle (26%)
- 2. Improve pedestrian crossings and wayfinding (22%)
- 3. Make buses run more efficiently (15%)

BSM IMPROVEMENTS ON BUSIER STREETS

- 1. Off-street multi-use paths or trails (33%)
- 2. Protected lanes that provide physical protection from traffic (28%)
- 3. Improved crossings at major streets (26%)

BSM IMPROVEMENTS ON QUIET STREETS

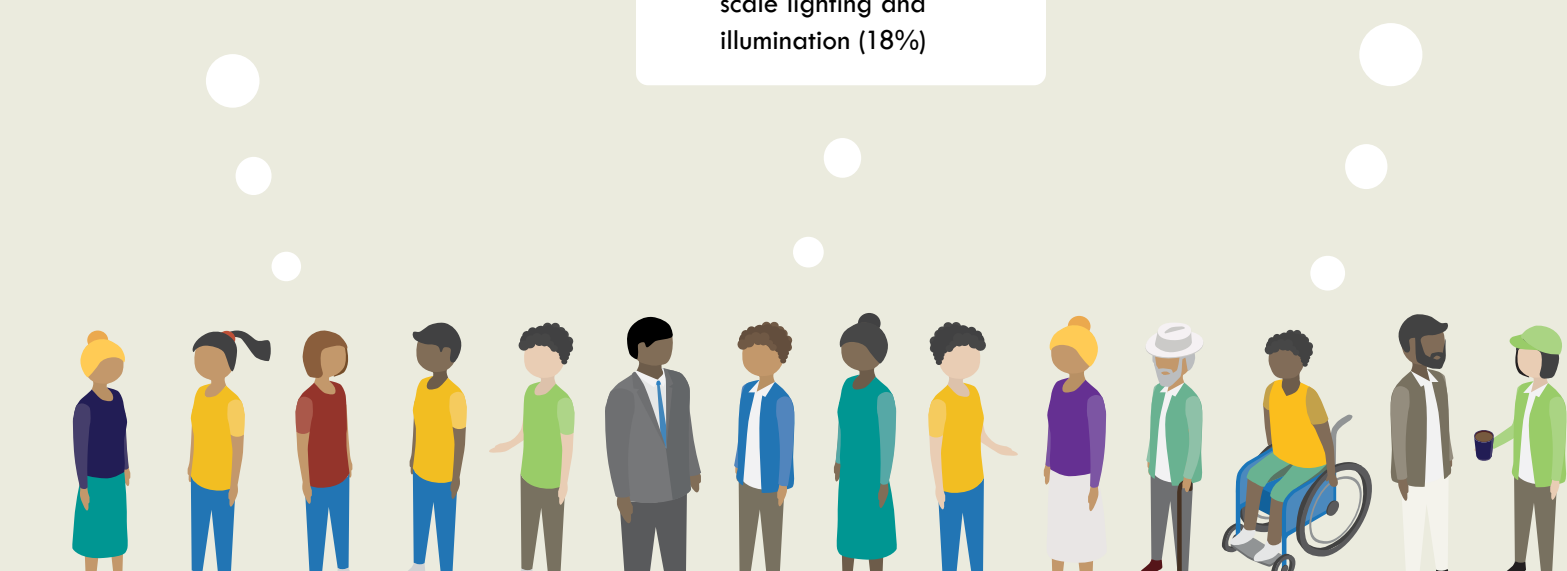
- 1. Improved crossings at major streets (33%)
- 2. Traffic calming such as speed bumps (24%)
- 3. Shared lane markings (24%)

WALKING AND ROLLING NETWORK

- 1. Improve pedestrian crossings (23%)
- 2. Invest in ADA-compliant curb ramps (20%)
- 3. Invest in pedestrian-scale lighting and illumination (18%)

TRANSIT INVESTMENT

- 1. Upgrade to electric fleet (22%)
- 2. Improve waiting areas (22%)
- 3. Make the bus more frequent (13%)



3. Vancouver Moves Vision

The TSP’s vision and goals will guide future transportation investments and align resource allocation to community values.

The goals were created through:

- Community engagement around values
- Prior planning efforts including the Strategic Plan, Climate Action Framework, and Street Funding Strategy
- City Council’s policy priorities of equity, safety and climate action
- TAC and TMC input
- Analysis of data in Vancouver and emerging transportation trends

Our Vision

City streets are safe and comfortable for people walking, rolling, using small mobility devices, and taking transit.

Summary of Vancouver TSP Goals



Safety



Equity



Climate



Transportation Choice



Regional Connectivity



Maintaining Our Assets

Community Values

A series of events were held to understand community values to that serve as the foundation of the TSP vision and goals. Twelve values were identified and used to create a transportation values wheel.

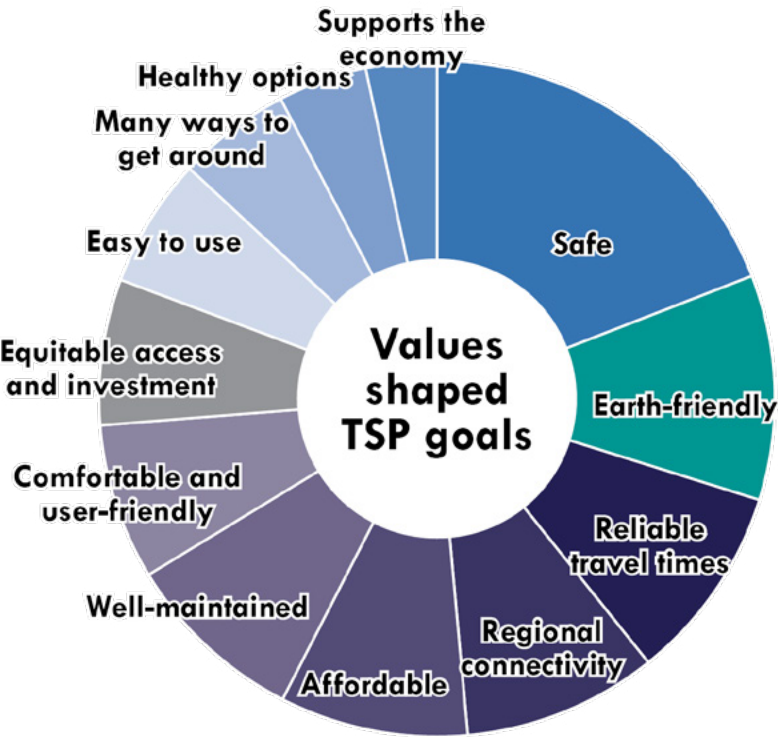
The wheel was used during engagement activities that included:

- **Community roundtables.** Six small group discussions were held including BIPOC community members, people with disabilities, and low-income individuals.
- **In-person events.** Six tabling activities occurred including at the East Vancouver and Downtown Farmer’s Markets and at summer park events.
- **Transportation values survey.** An online survey asked people to select three values and was translated into Spanish, Vietnamese, and Russian.

The results across all engagement events show that the community places a high priority on the value of safety. Top values for the transportation system included:

1. Safe
2. Earth-friendly
3. Reliable travel times
4. Regional connectivity
5. Affordable

These priorities align with City Council values and support the adoption of Safety, Equity, and Climate as TSP goals.



This wheel summarizes which values people felt were the most important.



GOAL: SAFETY

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



WHAT WE'VE LEARNED

- Crashes are on the rise. From 2010 to 2019, crashes increased 29% while the population only grew by 13%. During the pandemic, crashes declined 5% from 2019 to 2022, but safety remains a top priority for the community.
- Long distances between crossings, lack of sidewalks on nine miles of arterial streets, and BSM facilities that end abruptly contribute to feelings of unsafe conditions.
- Distraction and inattention make up the top two factors contributing to crashes across all crash types.

KEY OPPORTUNITIES

- Eliminate traffic fatalities and severe injuries by taking a safe systems approach.
- Address safety in a holistic way including street design, enforcement, education, and post-crash care.
- Protect the most vulnerable with greater separation between motor vehicle traffic and people walking, rolling, or bicycling.



GOAL: EQUITY

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



WHAT WE'VE LEARNED

- Community roundtable participants who identify as BIPOC stated they are especially impacted by the danger of waiting for transit on nights and weekends.
- People who live in the eastern part of the city and who live in equity focus areas do not take as many trips Downtown as people in other parts of the city.
- C-TRAN ridership declined the least during the pandemic along routes like the Fourth Plain Vine that serve equity areas.

KEY OPPORTUNITIES

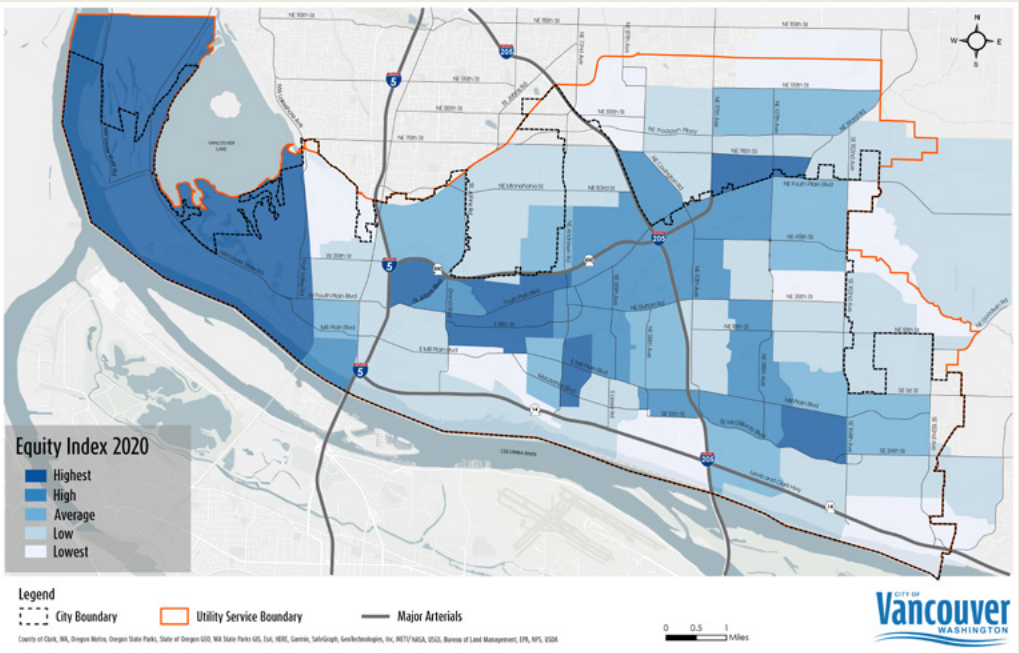
- Integrate equity criteria into all parts of planning, design, and operation of the transportation system. Prioritize investments in equity areas to overcome past harms.
- Develop policies and programs specifically tailored to the needs of equity areas and BIPOC populations, considering when and where people need to travel.
- Reduce the cost burden of participating in the transportation system.
- Elevate transit infrastructure as a top priority in equity areas—make bus stops well-lit, easy to access, and comfortable.

Equity Index

The City of Vancouver undertook an Equity Risk Analysis to understand the social and economic inequities across the city. This analysis guides policy, program, and public investment priorities. The analysis uses demographic indicators to understand risk at the Census Tract level. Higher risk corresponds to a higher Equity Index. Metrics included are:

1. People of color (non-white and/or Hispanic/Latinx)
2. People below 200% of the poverty level
3. Renters
4. Adults without a 4-year degree
5. Households with limited English proficiency
6. People with disabilities
7. Youth under age 17
8. Older adults 65 and up

Each tract was given a composite score. Areas with high risk should be prioritized for investment.



Equity Index Map (2020)

GOAL: CLIMATE

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



WHAT WE'VE LEARNED

- Average miles driven per person per day is declining, from 21.8 miles in 2000 to 14.5 in 2022. But overall vehicle miles traveled (VMT) continues growing within Vancouver as population expands, increasing by 1.2 million from 2005 to 2019.
- During the COVID-19 pandemic traditional rush hour volumes declined, but there has not been a uniform decrease in travel all day. In some parts of the city, travel activity has actually gone up, especially midday.
- The City allows ride hailing service but does not have operating agreements with vendors. The City does not have bikeshare or scooter share services in operation.

KEY OPPORTUNITIES

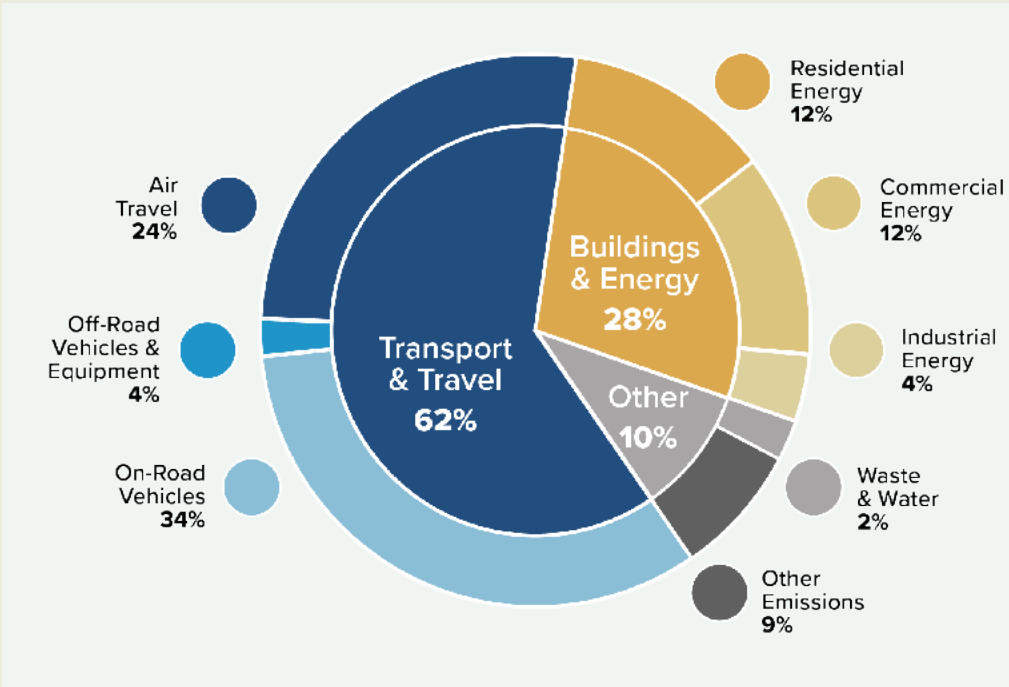
- Adopt policy that targets overall reduction in driving. Even electric vehicles require parking and roadway space, which adds to climate impact.
- Create climate-friendly streets through design and material selection.
- Make transit an attractive option by partnering with C-TRAN on speed and reliability treatments on City-owned roadways and safe and comfortable access to bus stops.
- Welcome transportation vendors who can add low/no-emission forms of transportation to the city.

Getting to Carbon Neutral

Gases that trap heat in the atmosphere are called greenhouse gases (GHG). These gases are a major contributor to climate change. The transport and travel sector produce more than half of the emissions in Vancouver. The City adopted a Climate Action Framework in 2022 with aggressive carbon reduction targets:

- 80% reduction in GHG by municipal operations by 2025
- 80% reduction in GHG emissions by the Vancouver community by 2030
- Carbon neutrality by both municipal operations and the Vancouver community by 2040

TSP policies must significantly contribute to these goals.



62% of GHG emissions come from the transport and travel sector.
Source: Vancouver Climate Action Framework

GOAL: TRANSPORTATION CHOICE

People in Vancouver have multiple comfortable, convenient options to get where we need to go.



WHAT WE'VE LEARNED

- Bicycle trips increased during the COVID-19 pandemic. Cell phone data from 2019 to 2020 shows an 18% increase in bike and small mobilitytrips from Noon-2 pm, a reflection of local trips taken by those fortunate enough to be able to have flexible schedules.
- Many trips stay within the city. Cell phone data shows a high amount of travel within three large zones of the city—west of I-5, between I-5 and I-205, and east of I-205. Low volumes of travel occur between the eastern zone and the Downtown zone, showing the prevalence of shorter, neighborhood-based trips.
- The City currently rates performance on its main streets by measuring rush hour travel speed. Currently all corridors are operating at or above the standard.

KEY OPPORTUNITIES

- Harness changing travel patterns by retrofitting streets for more than vehicle travel. Encourage the pandemic trend in more bicycle trips with comfortable facilities connecting neighborhoods.
- Develop new ways of measuring street performance beyond travel speed—how well do they accommodate walking and rolling or bicycle travel, for example.
- Develop robust Transportation Demand Management (TDM) policies and programs to connect people with available transportation options.



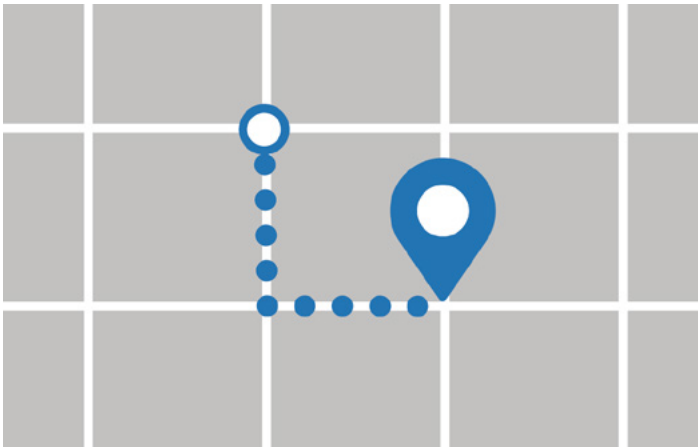
GOAL: REGIONAL CONNECTIVITY

People and goods flow seamlessly through the region, advancing our shared prosperity.

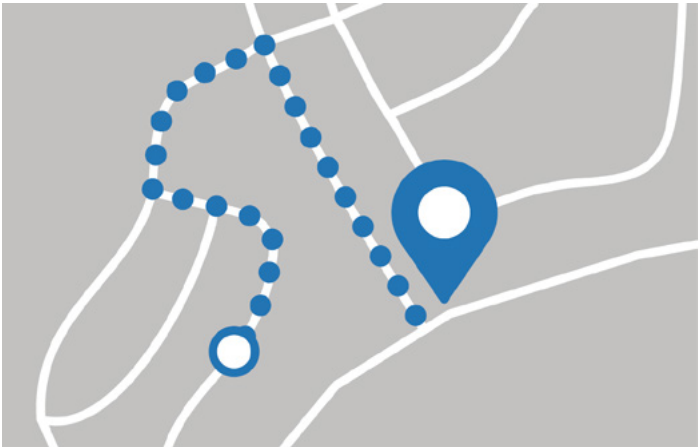


WHAT WE'VE LEARNED

- Cell phone data shows travel patterns on major streets differ in terms of the mix of local versus through trips. On some corridors, more than half of drivers stay on the corridor from end to end while on others, the opposite is true. On Fourth Plain Boulevard, for example, only 4% of trips travel the entire stretch from I-5 to Andresen Road.
- The City's designated freight corridors are all operating above target travel speeds.
- Bicycling across the city is not attractive for most people. Most of the existing designated bike and small mobility facilities are high-stress based on the width of the street, traffic volumes, and traffic speeds.
- Connected streets have short blocks and dense intersections. This supports fast emergency response and makes for an interesting walking and rolling environment. Many areas of the city have a disconnected street grid.



A well-connected street networks enables short, direction connections and makes it easy to walk, roll, or use a bicycle or small mobility devices.



A disconnected street network results in long distances from home to destinations.

KEY OPPORTUNITIES

- Rethink arterials as places for short access trips, where changes to vehicle capacity may have little impact on people driving.
- Use technology to continue maintaining freight through movement, and design to ensure that vulnerable users can co-exist with freight on major freight corridors.
- Continue implementing block spacing standards that create connected neighborhoods.

GOAL: MAINTAINING OUR ASSETS

We take good care of our transportation infrastructure and invest strategically in new tools that help us operate the system better.



WHAT WE'VE LEARNED

- Vancouver's Public Works Department operates and maintains 1,900 miles of public streets. In a typical year, Public Works repaves an average of 30 miles of streets.
- Streets make up nearly 20% of Vancouver's land area.
- Nearly half of city-managed off-street parking spaces are unoccupied on a typical weekday. Over one-third of on-street parking spaces are unoccupied on the average weekday.

KEY OPPORTUNITIES

- Invest in technology to manage transportation assets and reduce the need for costly capacity expansions.
- Adopt data collection practices that support ongoing inventory and asset management tracking.
- Robust investment in maintenance and preservation of City transportation assets will keep people and goods moving while protecting taxpayer investments against more costly repairs that accompany roadways in significant disrepair.
- Make the highest and best use of existing transportation infrastructure, with forms of transportation that may have less wear-and-tear and maintenance needs.



Sidewalk Maintenance

The community voiced strong support for maintenance of existing sidewalks. In most situations, sidewalk maintenance is the responsibility of the property owner, leading to a patchwork of repairs. Property owners may not have the time or funds to take on needed repairs, highlighting a process that should be amended to consider equitable solutions for all.

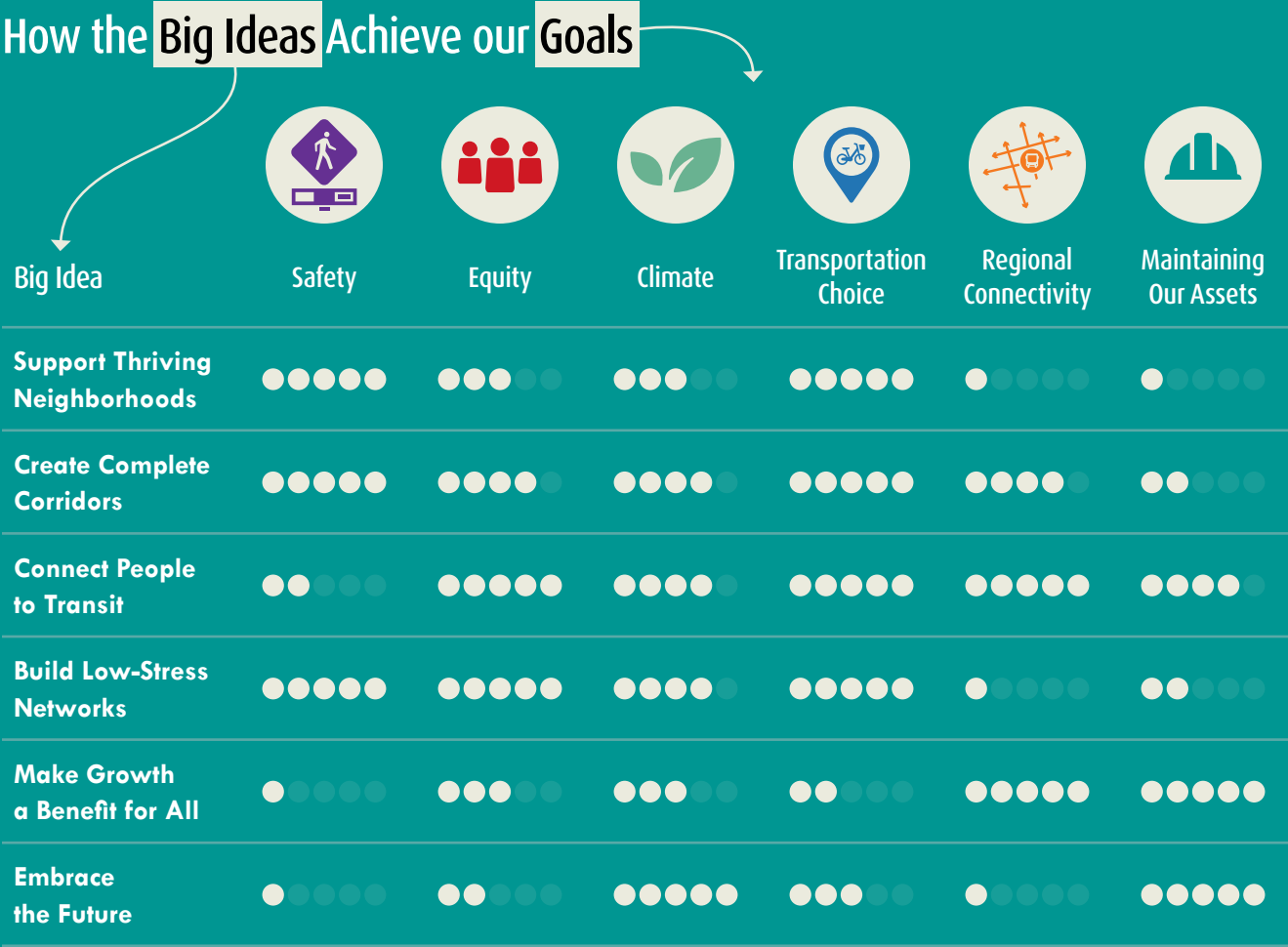
Below are two examples of sidewalk maintenance policies that could be applicable to Vancouver.

- The City of Portland offers a sidewalk repair program where the City completes the repair and the property owner is able to finance the cost for 5, 10, or 20 years depending on the extent of the repair.
- The City of Beaverton administers the Sidewalk Repair Grant Program, which will fund the repair of sidewalks damaged by roots. This program has a number of stipulations for the use of funds including that the property must be residential, only one grant per property is allowed per year, and that the property owner must gather competitive bids for the work.

4. Big Ideas

Six “Big Ideas” act as the overarching framework for the TSP’s policies and programs. The TSP goals set the vision—the Big Ideas define how to get there.

Many of our current practices must be updated to achieve the types of changes the community desires. The heart of the TSP includes a series of policies and programs. Policies set rules around transportation investment, project design, and how success is measured, among other things. Programs are a way of organizing resources around specific outcomes.



Under each big idea, key policies are noted with a star icon (★). These are the top-level policies that are supported by the policies and programs listed under them.

See **Appendix H: TSP Modal Networks, Policies and Programs** for additional policy and program information.

BIG IDEA

Support Thriving Neighborhoods

Make walking and rolling, small mobility, and transit options convenient for neighborhood travel.

Living up to our core values begins in Vancouver’s neighborhoods. Slowing down vehicles, providing safe routes to school, and greening our streets contribute to a community where people can safely and comfortably get around. Neighborhood nodes can serve as gathering places for social and commercial activities.

Policies and Programs

ID	Program or Policy	Name	Description
★ TN1	Key Policy	15-Minute Neighborhoods	Make walking, rolling, 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.
TN1.1	Program	Neighborhood Traffic Calming	Expand Neighborhood Traffic Calming program with additional funding to make streets feel safer for walking, rolling, and small mobility.
TN1.2	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, rolling, and biking, and take action to address those challenges.
TN1.3	Policy	Connected Neighborhoods	Develop pathways between lots that connect neighborhoods to schools, parks, and other destinations. Clarify legal responsibility for pathways.
★ TN2	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 healthy mobility as climate change occurs.
TN2.1	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.
TN2.2	Program	Street Trees	Increase street tree canopy in partnership Urban Forestry and Parks, targeting high equity index areas first. Street trees can also serve as a form of traffic calming.
TN2.3	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.
★ TN3	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.
TN3.1	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.
TN3.2	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.

Create Complete Corridors

Create complete corridors that connect growth areas, support business, serve transit, and maximize safety.

The city’s arterial network (streets like Mill Plain Boulevard, 112th Avenue, Andresen Road) acts as the backbone of our community. They have major destinations, transit service and are often the most direct route with high demand for travel. These corridors are also fast, wide, and have the greatest number of crashes. Rethinking how we plan, design, and measure success on these streets is necessary to have a usable walking, rolling, and small mobility network.

Policies and Programs

ID	Program or Policy	Name	Description
★ CC1	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.
CC1.1	Project	Street Typologies	Identify a set of street typologies and associated design elements for application in capital, maintenance, development, and planning projects. Align with functional classification/comprehensive plan designations.
CC1.2	Policy Update	Functional Classification Update	Update functional classifications. Reduce classifications on certain streets to provide design standard flexibility (e.g., reducing speed limits, reducing design vehicle).
CC1.3	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.
★ CC2	Key Policy	People-Based Metrics	Plan, design, and evaluate projects and developments using people-focused metrics that prioritize person throughput, safety and comfort. Use the metrics to evaluate facility performance and post-project evaluations.
CC2.1	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, 2nd highest peak hour, and TDM mitigations.
CC2.2	Policy	Multimodal Concurrency Standard	Update concurrency requirements to ensure that developments and capital projects consider multimodal impacts and contribute to mode shift.
CC2.3	Program	TIP Prioritization	Program projects into the TIP with a set of criteria based on equity, safety, climate, and transportation choice. Elevate projects that are in high equity index areas, serve transit stops, are near a school, are an identified critical walking and rolling or bicycling gap, or are along a high-crash corridor.
CC2.4	Program	Paving List	Prioritize corridors for repaving based on equity, transit use, and pavement condition.

ID	Program or Policy	Name	Description
★ CC3	Key Policy	Street Standards	Adopt street standards that create comfortable, inviting multimodal streets. Use NACTO standards as primary guidance and integrate the latest best practices from WSDOT, AASHTO, and MUTCD for facility selection and design, traffic control, and signage and striping. Adopt into standard plans referenced in VMC Title 11.
CC3.1	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.
CC3.2	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.
CC3.3	Policy	Access Management	Update access management standards to require longer spacing between driveways serving the same destination or shared parking lots. Increase corner clearance distance. Allow one driveway to service multiple frontages.
★ CC4	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.
CC4.1	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.
CC4.2	Program	Citywide Safety Program	Develop a citywide safety program with dedicated funding and a set of tools and programs to proactively address safety. Explore innovative, quick build interventions to pilot treatments.
CC4.3	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 investments, outreach and education to improve safety and reach our Vision Zero goals.
CC4.4	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.
CC4.5	Program	Automated Enforcement	Enable automated enforcement. Pilot along high-crash corridors and engage the community in evaluation of the pilot program.
CC4.6	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.
CC4.7	Program	Quick Build Program	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.

ID	Program or Policy	Name	Description
★ CC5	Key Policy	Project Delivery	Deliver maintenance, capital, and development projects in an effective, efficient manner with clear and transparent communication to the community.
CC5.1	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.
CC5.2	Program	Communications	Deliver information about transportation projects using community organizers with long-standing relationships with the community and with accessible information.
CC5.3	Program	Anti-Displacement	Integrate Reside Vancouver and the City's Equitable Development Framework into transportation projects.

BIG IDEA

Connect People to Transit

Fill sidewalk gaps, add safe crossings, and support speed and reliability projects that keep transit moving efficiently.

The community and project partners voiced strong support for prioritizing transit. Policies that create mixed land uses and reduce incentives to driving form a foundation for successful transit. Designation of an Enhanced Transit network provides policy backing for access to transit and speed and reliability investments on key transit corridors. C-TRAN and the City can together explore new mobility options for customers, such as microtransit zone expansion or a downtown circulator. The City can also explore paying for additional service to ensure that transit continues to support land use and density goals.

Policies and Programs

ID	Program or Policy	Name	Description
★ T1	Key Policy	Access to Transit	Prioritize sidewalk and crosswalk gaps adjacent to transit stops, particularly along equity routes. Identify first/last mile barriers to major transit stops and address on a rolling basis.
★ T2	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 needs.
T2.1	Policy	Network of The Vine	Actively partner with C-TRAN to continue the planning and implementation of Vine corridors.
T2.2	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. As a standard practice, install TSP on new signals along high frequency transit routes.
T2.3	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.

ID	Program or Policy	Name	Description
★ T3	Key Policy	Transit and Land Use	Support transit through compact land uses and policies that incentivize transit use.
T3.1	Policy	Transit Overlay District	Update Transit Overlay District code and extend it along Enhanced Transit Corridors. This designation allows for reduced parking.
★ T4	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.

Transit is a Partnership

While the City does not operate transit, the City controls many of the factors that support successful transit. Quality transit is a partnership.

	 PROVIDE FREQUENT SERVICE	 KEEP BUSES MOVING	 SUPPORTIVE LAND USE	 SAFE, COMFORTABLE ACCESS
 C-TRAN				
 City of Vancouver				
See Appendix G Enhanced Transit Policy for an overview of how the City can support high-quality transit.	The City can design streets that make transit faster and more reliable, through signal priority or bus lanes.	The City controls land use. Density and mixed uses make transit service cost-effective and boost ridership.	The City is responsible for building and maintaining streets and sidewalks that transit riders need to get to and from bus stops.	

Build Low-Stress Networks

Make the walking, rolling, bicycling, and small mobility networks inviting for all ages and abilities.

The BSM network today consists of lower-stress neighborhood streets isolated by higher-stress collector and arterial streets. This makes it challenging to bike outside of a neighborhood. Sidewalks are missing on nine miles of arterial streets—the fastest and most daunting places to walk or roll. Adopting a citywide low-stress network for BSM and walking and rolling must be complemented by policies and programming (wayfinding, education) that further incentivize use of the networks.

Policies and Programs

ID	Program or Policy	Name	Description
★ LS1	Key Policy	Low-Stress Bicycle and Small Mobility Network	Adopt a citywide low-stress BSM network that prioritizes safety and comfort for people of all ages and abilities. Target a density of low-stress facilities every half-mile.
★ LS2	Key Policy	Pedestrian Priority Streets	Adopt a network of Pedestrian Priority streets where safety and comfort for people walking and rolling is prioritized. Assign categories (primary, secondary) based on the roadway classification, level of demand, and existing and planned land uses. Use these categories to recommend desired facilities and amenities (shade, lighting, seating, etc.).
LS2.1	Policy	Community Safe Routes	Create safe routes to community destinations such as parks. Identify the specific needs of seniors and develop safe routes for these users.
★ LS3	Key Policy	Active Transportation Navigation	Support walking, rolling, and small mobility by making it easy and intuitive to navigate the city and find destinations.
LS3.1	Policy	Maintenance Protection	Update street standards and maintenance and protection of traffic standards to require provision of walking and rolling access during construction and small mobility access if construction impedes a Mobility lane.
LS3.2	Program	Wayfinding	Establish a citywide wayfinding system for people walking and rolling or using small mobility that connects low-stress networks and pedestrian priority corridors to essential places. Include distances in minutes for walking/rolling, and biking.
LS3.3	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.
★ LS4	Key Policy	Small Mobility and Walking/Rolling Programming	Complement infrastructure with robust programming that encourages and educates people about the benefits of walking, rolling, and small mobility.
LS4.1	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.
LS4.2	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.
LS4.3	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, safely ride scooters and other devices, etc.

What Does “Low-Stress” Mean?

Low-stress means a walking and rolling or BSM facility feels comfortable for a wide variety of users, from older adults, to families with children, to people with limited mobility. Wider, faster streets require greater separation between people walking, rolling, or bicycling and people driving—this is the core tenet of low-stress planning. Low-stress facilities provide a high return on investment—they help those who do not have a choice and must walk, roll, or bicycle and also attract new people to try biking and walking/rolling. Designing low-stress BSM facilities is a top priority given the proximity of these travelers to vehicle traffic.

Vancouver has recently implemented new BSM facility types on Columbia Street (buffered Mobility lane) and Mill Plain Boulevard (protected Mobility lane). But most BSM in-street facilities today remain striped Mobility lanes (4-6 feet wide). Mobility lanes are comfortable on low-volume, low-speed streets with one lane per direction, but on wider streets this type of facility feels stressful. The images below show examples of lower- and higher-stress facilities present in Vancouver today. The TSP envisions that all BSM facilities will be low stress, meaning different facilities will be needed based on street characteristics (see additional detail in chapter 5).

Examples of Lower- and Higher-Stress BSM Facilities

LOWER-STRESS ← → HIGHER-STRESS



Make Growth a Benefit For All

Manage growth by leveraging investments from new development and use parking and demand management policies to support livability.

From 2010 to 2022, population and jobs each grew by approximately 20 percent. With growth comes the need to update development standards to ensure necessary infrastructure is in place to accommodate new trips. These updates present an opportunity to right-size parking, balancing vehicle accessibility with the need to preserve valuable land for housing, recreation, and other uses. Demand management policies and programs pair well with infrastructure—the design of streets can make it easy to walk, roll, or bicycle while programs incentivize multimodal choices.

Policies and Programs

ID	Program or Policy	Name	Description
★ G1	Key Policy	Development Review	Work with development community to establish a shared set of requirements and expectations for how development can support transportation.
G1.1	Policy	Transportation Impact Fees	Revise the TIF project list to integrate multimodal projects. Set TIF rates at a level on par with other Washington communities to help fund needed multimodal infrastructure.
G1.2	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.
G2	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.
G2.1	Policy	Parking Requirements	Reduce parking minimums in the development code and development agreements, particularly in parking reform areas where transit use, walking and rolling, and small mobility are a priority. This maximizes active uses and creates inviting places.
G2.2	Policy	Parking Design Guidance	Update off-street surface lot and parking garage design standards to require landscaping and walkways.
G2.3	Policy	Parking Capacity	Allow for shared parking 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.
★ G3	Key Policy	Parking Management	Effectively manage on and off-street parking resources through adoption of policies, systems, and tools throughout the city.
G3.1	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.
G3.2	Program	Parking Experience	Make parking highly legible and easy to understand from the user perspective. Use technology, information, wayfinding, or other strategies so people can easily find parking.
G3.3	Program	Residential Parking	Study the expansion of a residential parking program (RPP) to minimize parking spillover adjacent to metered areas and support parking access for residents and their guests in high parking demand areas.

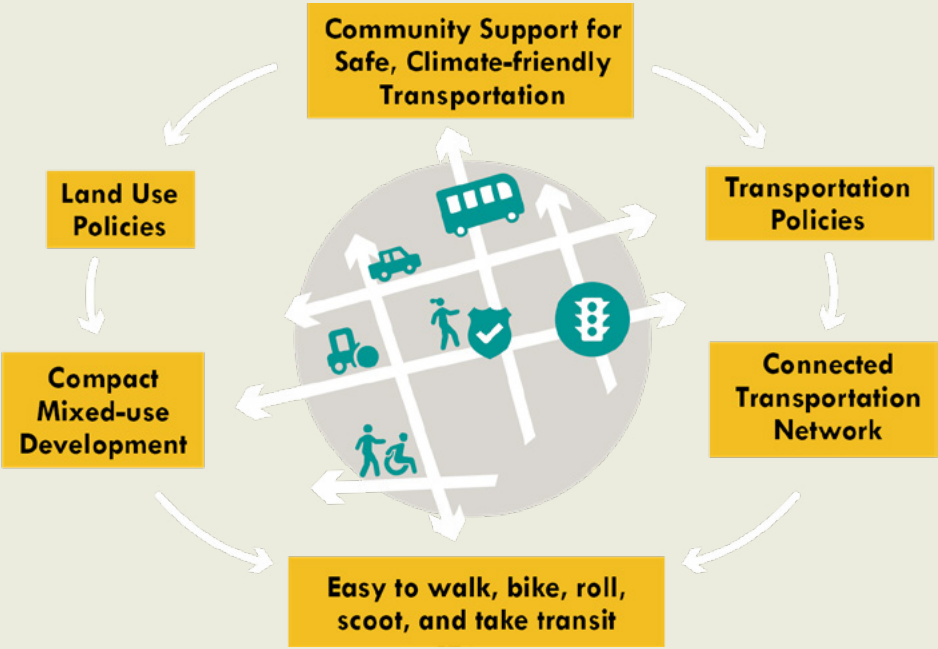
ID	Program or Policy	Name	Description
★ G4	Key Policy	Downtown Parking	For those who drive downtown, create a user-friendly, well-managed, and right-sized “park once” environment where people can walk or roll between destinations without moving their car.
G4.1	Policy	Downtown Parking Strategies	Adopt and implement recommendations of the 2024 Downtown Parking Plan Update, focused on six Strategy Areas: Policy, Alternative Modes, Operations, Administration of the Parking System, Communications and Awareness, and New Capacity.
G4.2	Program	Downtown Circulator	Work with C-TRAN to develop a concept for a downtown circulator between major destinations.
★ G5	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 and rolling, biking, carpooling, and transit trips.
G5.1	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.
G5.2	Program	Commute Trip Reduction (CTR) Refresh and Expansion	The CTR program helps the city reduce drive-alone trips through employer-supported programs. Refresh and expand the CTR program to improve effectiveness and respond to new travel patterns post COVID-19.

The Link Between Land Use and Transportation

A coordinated land use and transportation plan results in places that are easy to walk/roll, bicycle, or take transit. Practices such as greenfield development and low-density land use result in long and circuitous transit routes, long bike trips, and uninviting walking/rolling routes with large parking lots against the sidewalk.

Integrated land use and transportation create a positive, self-reinforcing cycle. Streets and neighborhoods have mixed uses where walking or rolling to the store or a park takes 10 to 15 minutes and bus routes directly connect destinations.

Through the 2045 Comprehensive Plan update, the City can further reinforce the linkage between land use and transportation.



Embrace the Future

Adopt new technologies and track data to help meet our goal of carbon neutrality by 2040.

Currently, one-third of downtown parking spaces are empty on weekdays suggesting an oversupply of resources with a high opportunity cost for other uses. Technology provides a way of managing resources like parking, and is also a way of managing increasing traffic without costly increases to roadway capacity. In a world full of data, adoption of tools and practices will harness that data so the City can track trends, manage assets, preserve resources, and set the stage for the future.

Policies and Programs

ID	Program or Policy	Name	Description
★ F1	Key Policy	Data Collection and Monitoring	Use data to track travel pattern changes over time
F1.1	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.
F1.2	Program	Location-Based Services	Determine a vendor for purchase of travel pattern data to be used in project planning, design, and evaluation.
F1.3	Program	Online System Dashboard	Develop a public-facing dashboard of key transportation metrics to share with the community.
★ F2	Key Policy	Climate Impacts	Adopt policies that will help meet the City’s goal of zero carbon emissions by 2040.
F2.1	Policy	Mode Targets	Adopt mode targets and track annually. Set targets to a level that will drastically reduce drive-alone trips.
F2.2	Program	Congestion Pricing	Explore policy implications of demand-based charging along the city’s key corridors to influence behavior.
F2.3	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.
★ F3	Key Policy	Technology for System Management	Embrace technology as a way of managing the transportation system without expanding capacity.
F3.1	Program	Signal Modernization	Continue program to modernize signals, including accessible pedestrian signals, bicycle signals (if applicable), truck detection, Leading Pedestrian Intervals, and TSP on Enhanced Transit Corridors.
F3.2	Program	Green Wave	Coordinate signals along the city’s key corridors and freight routes to create a green wave. Use signal timing to control speed and achieve steady traffic progression.
★ F4	Key Policy	Electric / Autonomous Vehicles	Set City policy around EV / AV usage and role in achieving climate goals.
F4.1	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.

ID	Program or Policy	Name	Description
★ F5	Key Policy	Emerging Mobility	Update City policies for how shared mobility and emerging mobility vendors shall operate in Vancouver. Create data standards, data sharing agreements, and vendor requirements. Integrate equity through reduced costs for people with low incomes.
F5.1	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.
F5.2	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 people with low incomes.
F5.3	Program	Mobility as a Service	Sponsor a digital platform that connects residents to local mobility options and creates incentives for low or no-emission trips.
★ F6	Key Policy	Curb Management	Develop policies and programs that efficiently manage valuable curb space, recognizing how changing travel patterns have placed high demands on this resource.
F 6.1	Policy	Dynamic Curb Management	Create a flexible, dynamic, and data-driven 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.
F6.2	Program	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.
F6.3	Program	Freight Parking and Loading	Create flexible, dynamic freight loading standards that makes the most efficient use of curb space and accommodate a range of delivery vehicle sizes.

Partner With Emerging Mobility Providers

Emerging mobility companies like Uber and Lyft add transportation options to the community. But deployment can be swift and Vancouver needs a framework that includes a cohesive and standard approach.

Emerging mobility agreements and policies will help Vancouver be ready to partner with existing and new vendors such as bike share, on-demand, or scooter companies. Vancouver should:

- **Develop a set of guiding principles** from which to evaluate service offerings. These principles ensure that new mobility options permitted to operate align with the community’s goals around safety, customer experience, equitable access, sustainability, and partnerships.
- **Implement emerging mobility agreements** holding emerging mobility providers to a high standard around safety, curb loading, price, and data sharing protocols.

- **Inventory existing service and technology types** to have a shared understanding of what options are available and what type of services might be available in the near future.

- **Develop a biennial Emerging Mobility Evaluation Report** to keep abreast of the rapidly evolving and emerging mobility providers in Vancouver.

As an example, the San Francisco County Transportation Authority developed a set of guiding principles and an inventory of known emerging mobility types. This toolkit, developed through a stakeholder engagement process, allowed the community to review new technologies through the lens of shared values.

5. TSP Networks

Creating networks for all types of transportation modes provides a policy framework and roadmap for capital investment.

Networks for walking and rolling, BSM, transit, and freight lay out where we need to prioritize different types of travel.

Implementation of the walking/rolling and BSM networks requires a series of capital projects that upgrade our streets and are the focus on Chapter 6: Capital Projects.

Network Development



WALKING/
ROLLING



BICYCLING
AND SMALL
MOBILITY



TRANSIT



FREIGHT

See **Appendix H: TSP Modal Networks, Policies and Programs** for network development methodology.



Walking/Rolling

All City of Vancouver streets must be walkable, but identification of priority streets for walking helps direct resources to places with the highest need and demand.

APPROACH: IDENTIFY PEDESTRIAN CORRIDORS

Pedestrian Corridors represent places where high levels of walking or rolling are expected. There are two types of corridors.

1. Primary Pedestrian Corridors:

- a. Have a transit route or routes
- b. Provide a continuous east-west or north-south connection
- c. Include major Multi-Use Paths
- d. Connect to the interstate bridges

2. Secondary Pedestrian Corridors:

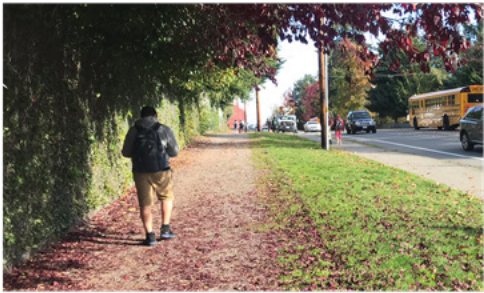
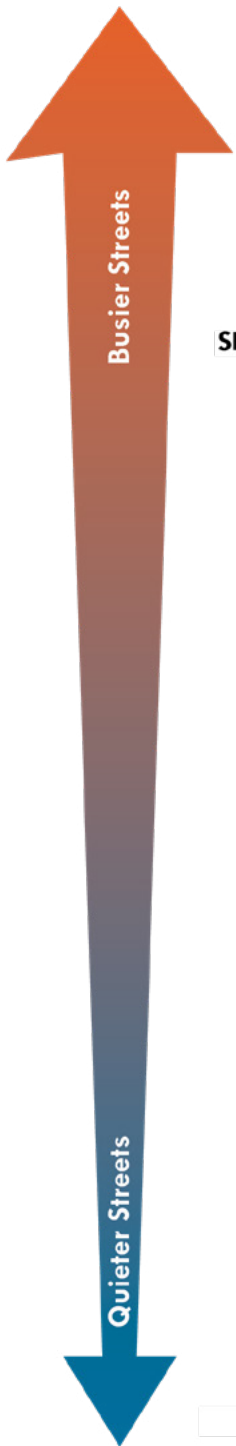
- a. Connect to schools and parks
- b. Fill gaps in the network

APPROACH: IDENTIFY PEDESTRIAN CENTERS

Pedestrian centers have or will be places with robust land and commercial development. Centers were designated based on:

- Comprehensive Plan Centers
- Planned development
- Density of mixed land uses
- Density of major destinations
- Street connectivity

Map W0 (page 34) shows the Pedestrian Corridors and Centers.



SIDEWALK BUFFERED WITH LANDSCAPING



BUFFERED SIDEWALK



SIDEWALK



NEIGHBORHOOD GREENWAY

Low-Stress

Wider walking and rolling facilities are necessary to reduce stress on busier streets.

Walking/Rolling Facility Selection

The City's street standards will be updated in Fall 2023. This will include examination of facility types for walking and rolling. Similar to BSM facilities, the type of walking/rolling space needed to create a low-stress environment varies based on street characteristics.



Bicycling and Small Mobility

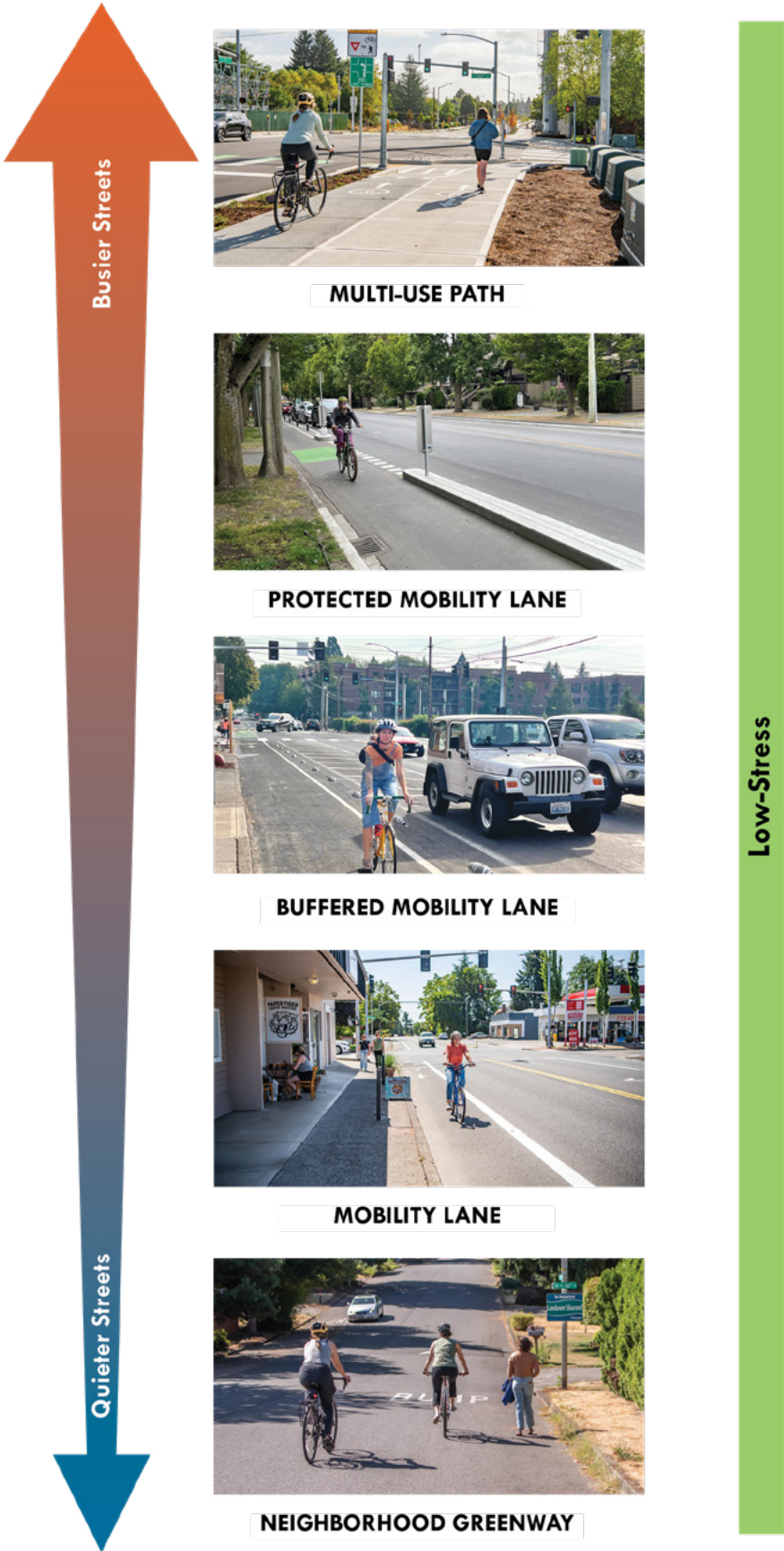
APPROACH: PROVIDE A LOW-STRESS BSM FACILITY EVERY HALF-MILE.

Housing locations and destinations are spread throughout the city. A dense network of low-stress facilities will give people assurance they can get safely and comfortably from the start of their trip to their final destination.

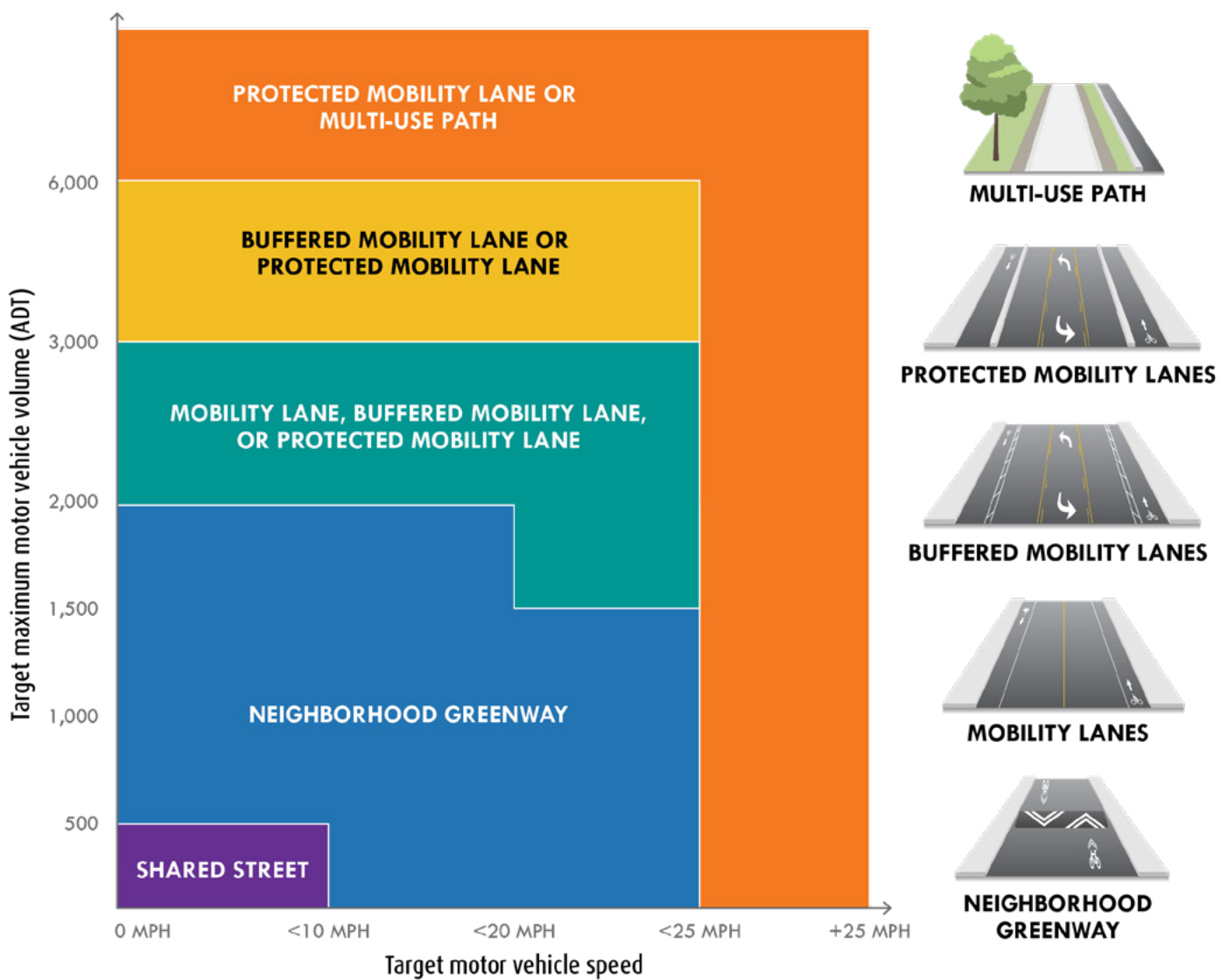
APPROACH: APPEAL TO A WIDE MARKET OF USERS

Many community members said they do not feel safe using the current BSM infrastructure. The TSP adopts a new approach of building a low-stress network focused on safety and comfort.

The National Association of City Transportation Officials, of which Vancouver is a member, has published guidance on facility type related to vehicle speed and volume thresholds (see image on the next page).



Wider, busier streets need more separation between drivers and BSM users to make them low-stress.



(Left) shows how vehicle speed and volumes influence what a low-stress BSM facility is. Types of BSM facilities are shown on the right.

As an example, a street like 99th Street between Lakeshore Drive and NW 21st Avenue currently has a mobility lane. The traffic volumes in 2021 were 3,624 and the posted speed is 35 mph. This means the current mobility lane is not low-stress; a protected mobility lane or path is needed (orange zone). But if the street were designed for 25 mph, a buffered mobility lane would be low-stress (yellow zone).

The future BSM network is summarized in **Map B0** (page 50), and shown in greater detail in **Maps B1–B5** (pages 52–59).



A buffered mobility lane paired with a lower design speed would make 99th Street low-stress.

Facilities Serving Walking/Rolling and BSM

Three facility types serve people walking/rolling, bicycling or using small mobility devices:

- 1. **Neighborhood Greenways.** These are generally quiet streets with low traffic volumes.
- 2. **Multi-Use Paths.** Paths like the Burnt Bridge Creek Trail wind through a large stretch of the city and provide both a recreation and transportation function. Multi-use paths can also be built directly next to a street, like the design of SE 1st Street from 164th to 192nd Avenues.
- 3. **Unpaved trails.** Often found in parks, unpaved trails provide circulation for all users.



SE 1st Street multi-use path.



Transit

Vancouver does not operate C-TRAN service but it manages the streets and operating environment. A set of Enhanced Transit Corridors (ETC) will serve as a key transit policy guiding City investment. This network will be used in the City’s development review and comprehensive planning practice.

The ETC network was created in collaboration with C-TRAN and is a subset of its routes based on:

- Frequency of bus service
- Equity Index score
- Regional and local growth
- Congestion that delays the bus

Map T0 (page 60) shows the ETC network.



Freight

Freight categories were created that align with state, regional, and national designations. They include:

- **Critical corridors.** These are important for through truck traffic to maintain mobility for regional or national connections. Within this category, the two sub-categories are (1) National Highway Freight Network, and (2) Truck Freight Economic Corridors.
- **Freight access streets.** Trucks must use streets throughout the city for deliveries. The freight network recognizes these local access streets based on actual truck usage.

Map F0 (page 62) shows the freight network.

Network Maps

Network maps are presented on subsequent pages for the four networks, as well as maps showing how primary connections on each modal network overlap.

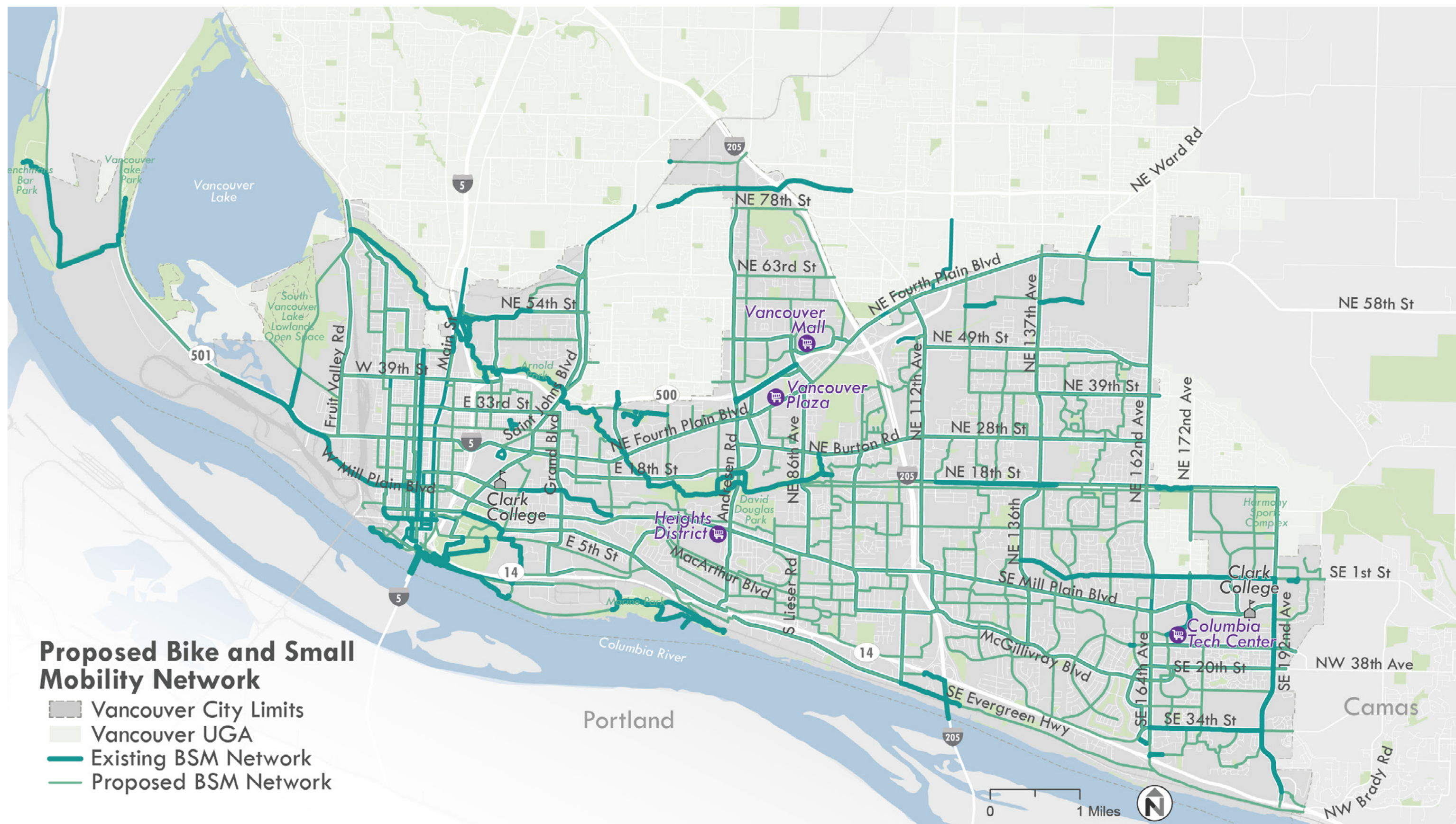
For an accessible list of networks, see
Appendix M: Accessible Networks

WALKING AND ROLLING NETWORK	48
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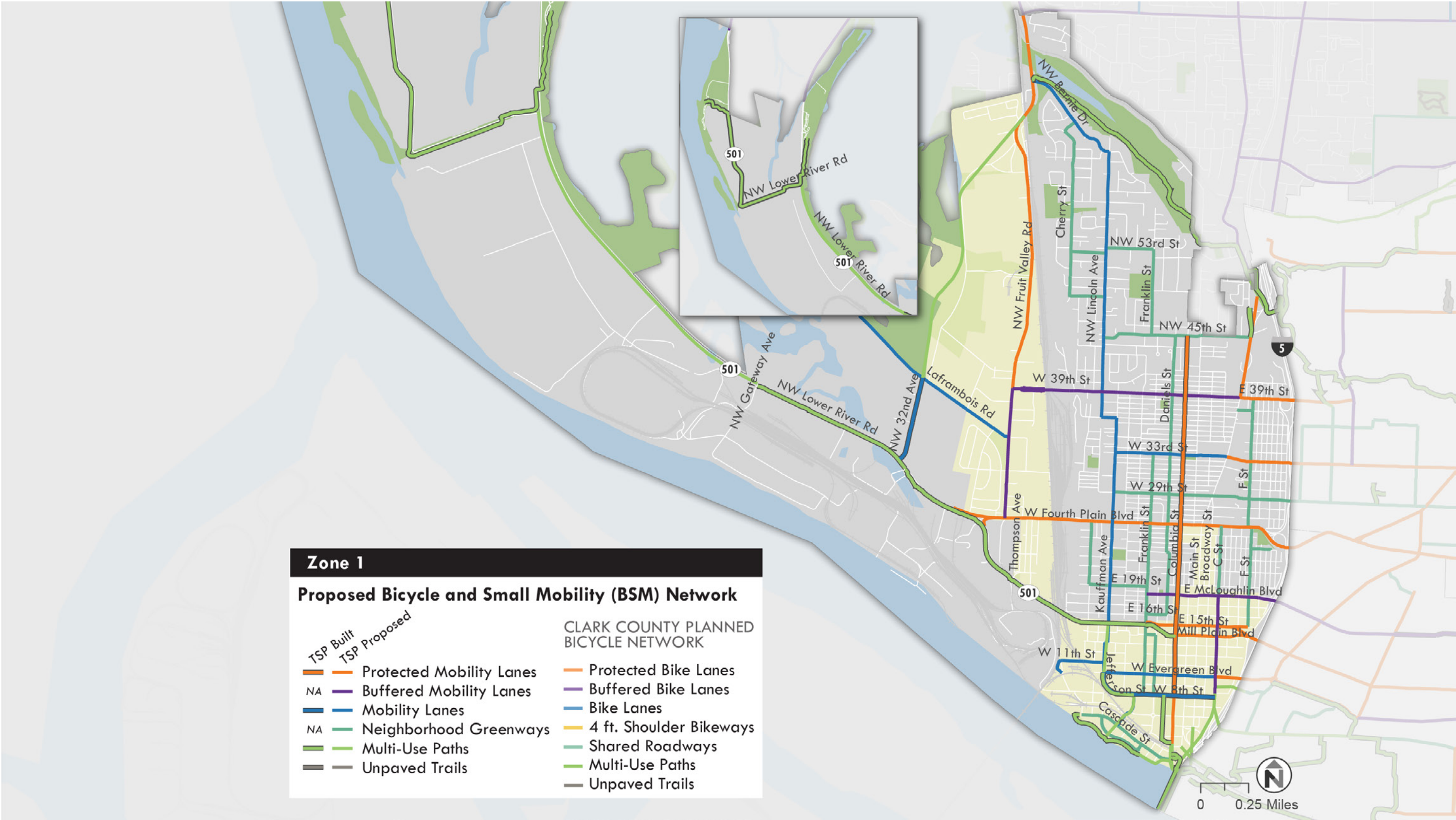


Map B0: Future BSM Network



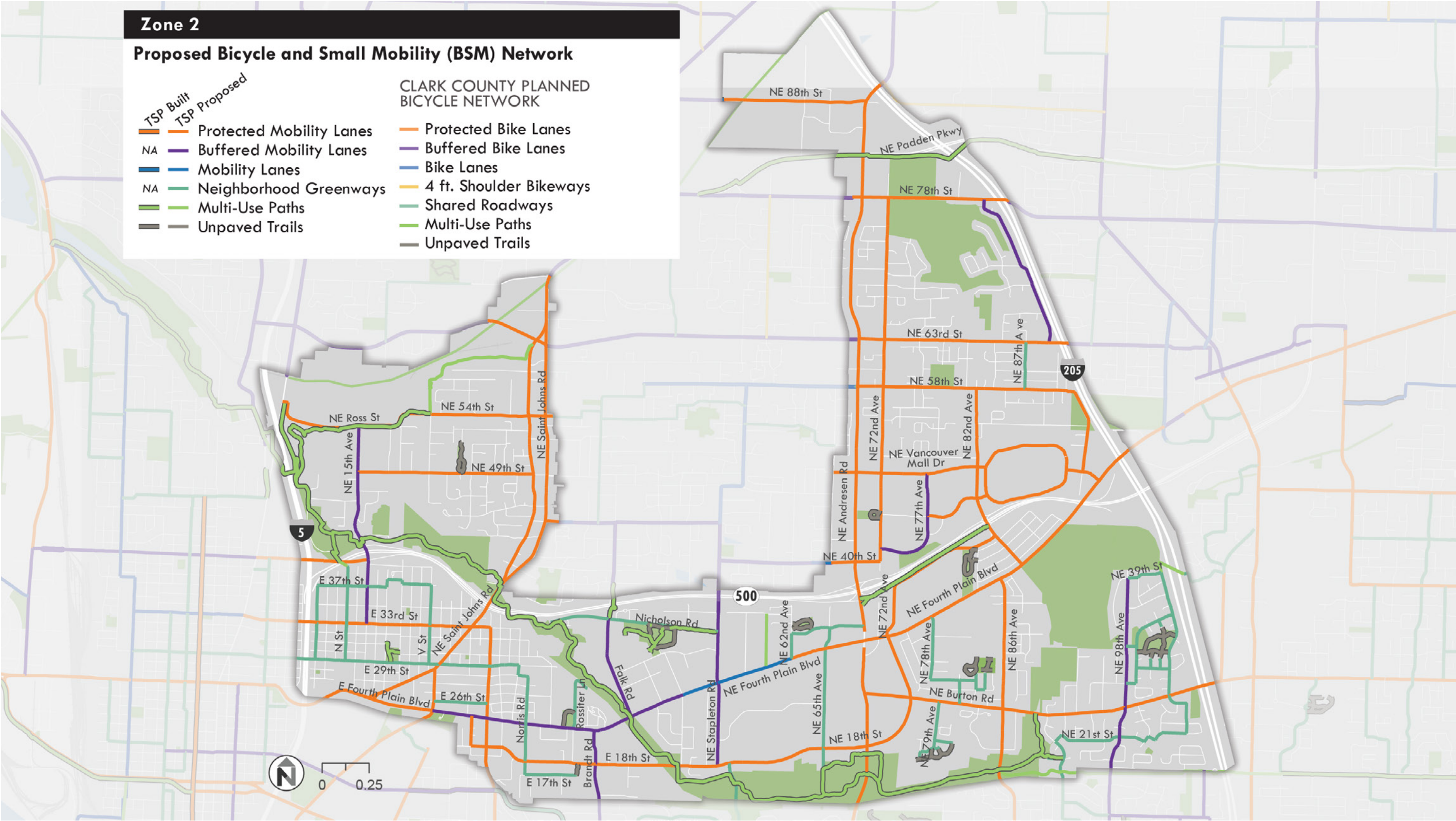


Map B1: Future BSM - Zone 1



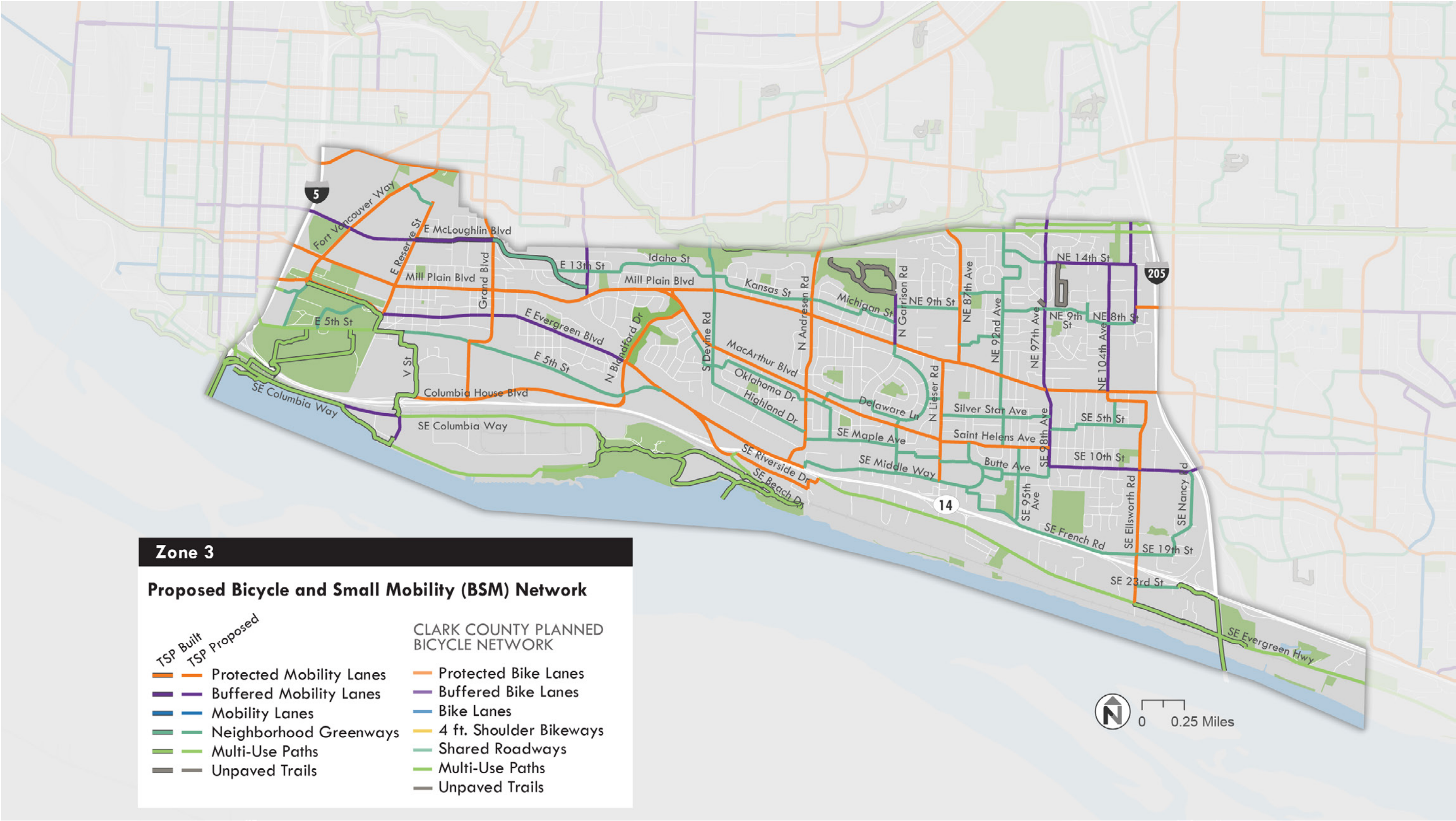


Map B2: Future BSM - Zone 2





Map B3: Future BSM - Zone 3





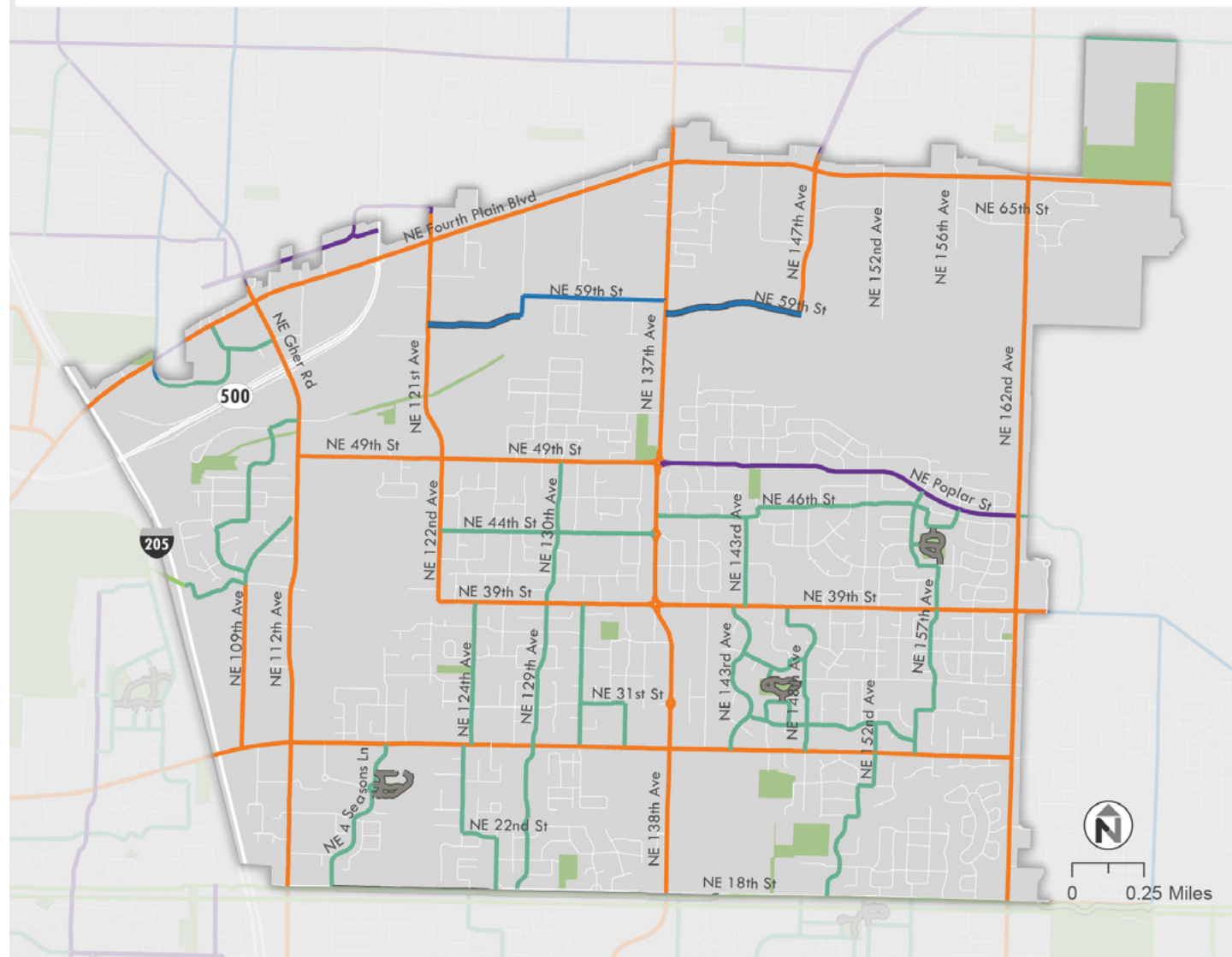
See p. 44–45 for a description of each type of facility in the BSM network.

Map B4: Future BSM - Zone 4

Proposed Bicycle and Small Mobility (BSM) Network

TSP Built
TSP Proposed

- | | |
|---------------------------|-------------------------|
| Protected BSM Lanes | Protected Bike Lanes |
| NA Buffered BSM Lanes | Buffered Bike Lanes |
| BSM Lanes | Bike Lanes |
| NA Neighborhood Greenways | 4 ft. Shoulder Bikeways |
| Multi-Use Paths | Shared Roadways |
| Unpaved Trails | Multi-Use Paths |
| | Unpaved Trails |



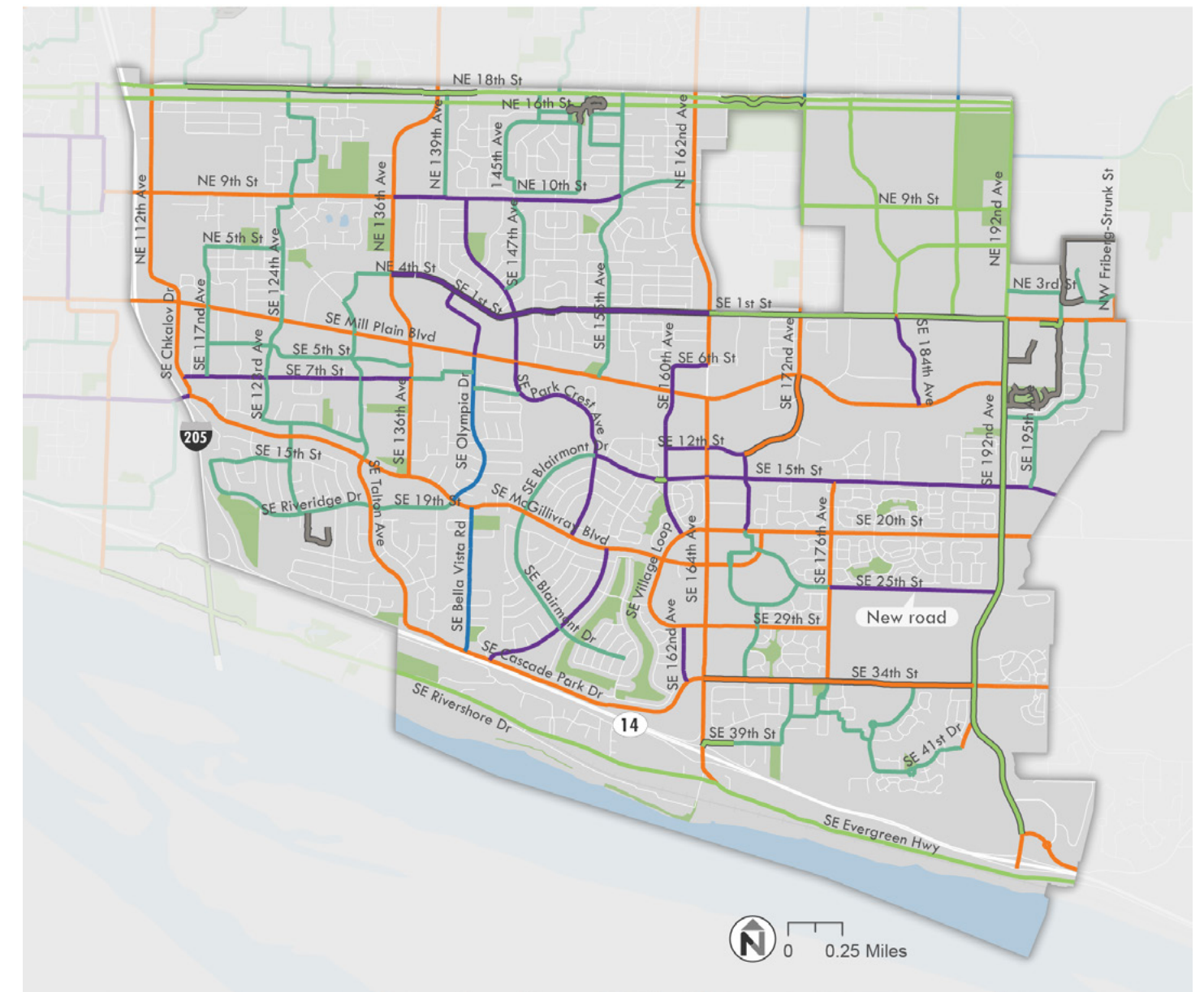
See p. 44–45 for a description of each type of facility in the BSM network.

Map B5: Future BSM - Zone 5

Proposed Bicycle and Small Mobility (BSM) Network

TSP Built
TSP Proposed

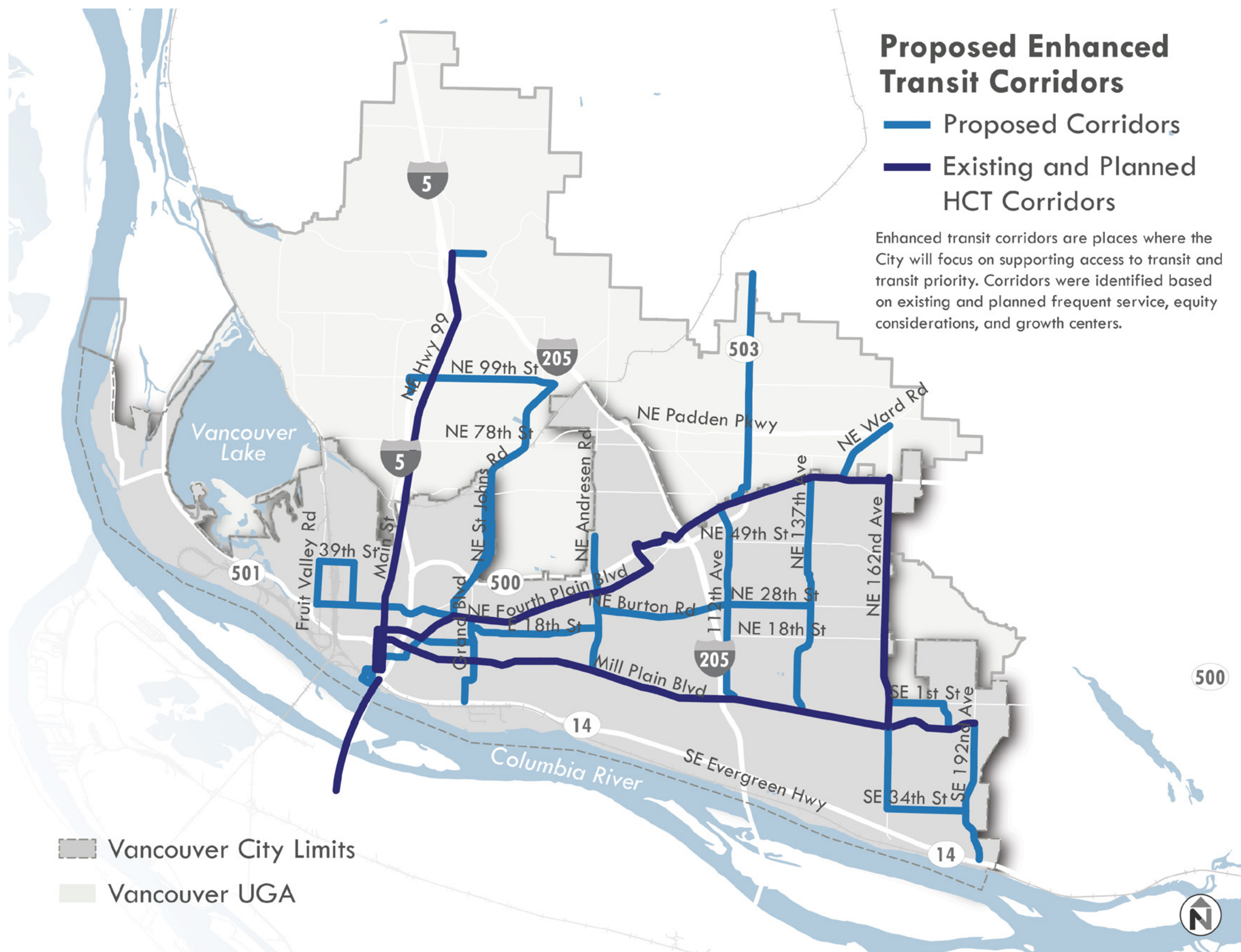
- | | |
|---------------------------|-------------------------|
| Protected BSM Lanes | Protected Bike Lanes |
| NA Buffered BSM Lanes | Buffered Bike Lanes |
| BSM Lanes | Bike Lanes |
| NA Neighborhood Greenways | 4 ft. Shoulder Bikeways |
| Multi-Use Paths | Shared Roadways |
| Unpaved Trails | Multi-Use Paths |
| | Unpaved Trails |



ENHANCED TRANSIT CORRIDORS



Map T0: Enhanced Transit Corridors



FREIGHT CORRIDORS

Map F0: Future Freight Network Map



Designing for Freight

Freight is delivered on a wide range of vehicle sizes, from interstate semi-trailers to small box trucks. Designing for large vehicle turning and through movements has tradeoffs to the environment for walking/rolling or small mobility. For example, a street corner designed for a semi-trailer means a passenger car driver can navigate that same turn at a higher speed.

Freight is critical to our economy. The City can integrate design and policy treatments so freight and vulnerable users can navigate the same streets.

FREIGHT DESIGN TREATMENTS



Recessed stop bars allow larger vehicles to make right turns.
Photo: Nelson\Nygaard



During design, assume trucks will swing into adjacent lanes, which they do in practice.
Photo: Nelson\Nygaard



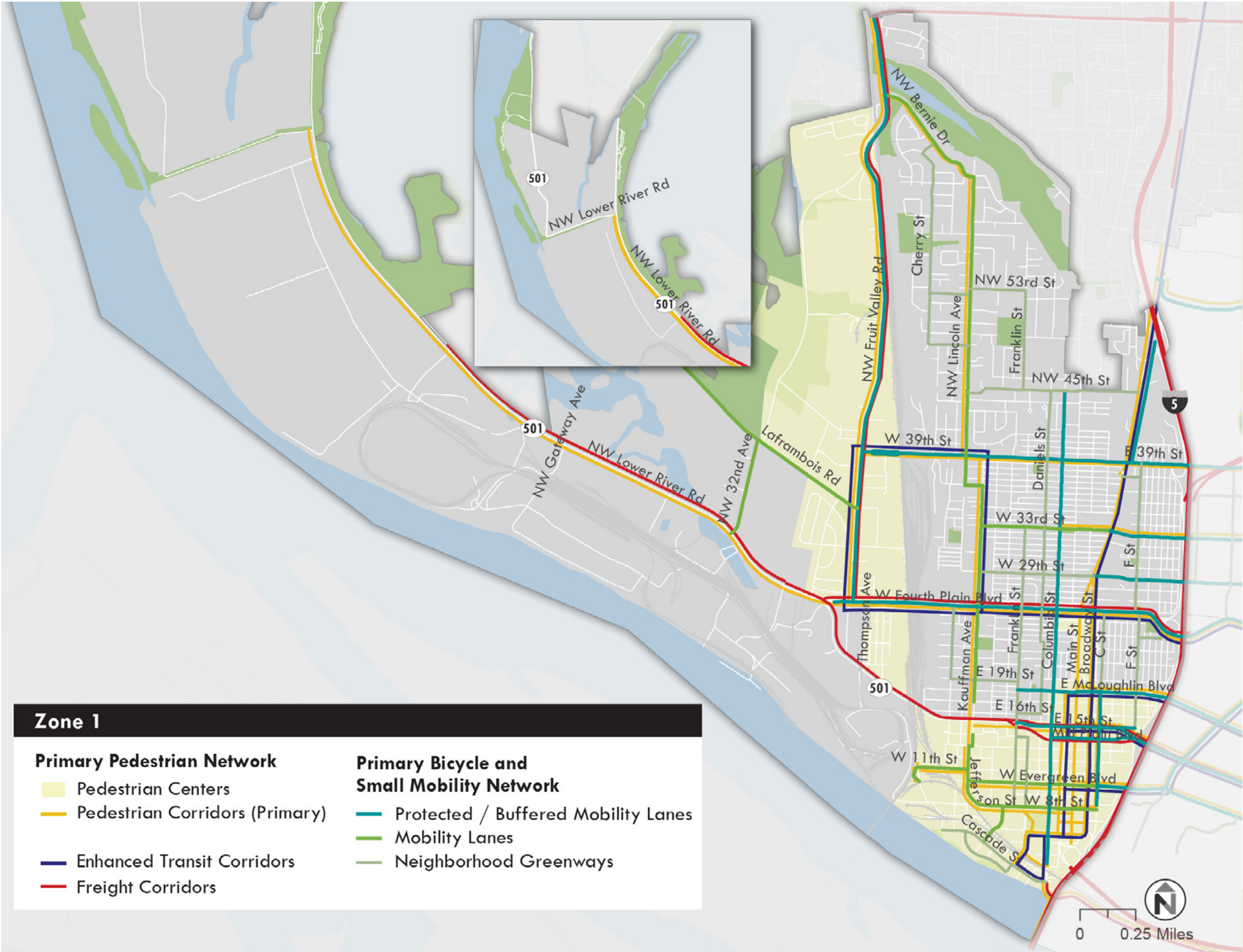
Mountable corners slow down passenger vehicles but can be mounted by trucks.
Photo: Google Street View



Vertical separation allows trucks and vulnerable users to co-exist.
Photo: City of Vancouver

MODAL NETWORKS OVERLAP

Map M1: Modal Networks - Zone 1

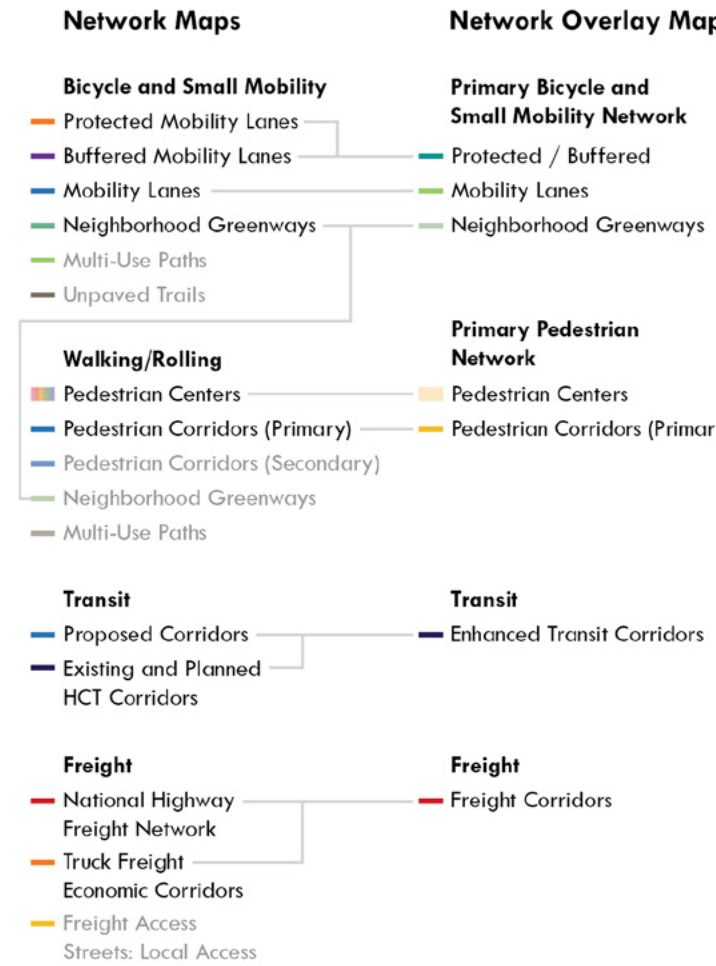


How the Networks Overlap

Sometimes one street is part of multiple modal networks. In parts of the city with short blocks and a strong grid, freight, for example, can be accommodated on one street with truck-friendly designs and loading zones, while a parallel street with low traffic volumes will be more suitable for those on bike or small mobility devices. But many of the city's key corridors—like Fourth Plain Boulevard and Fruit Valley Road, for example—do not have parallel routes. In those cases all transportation needs are concentrated on one street.

Maps M1 through M5 show the modal networks overlaid. For legibility, the maps show the primary designated corridors and facilities, and leave off lower-tier designations like unpaved trails.

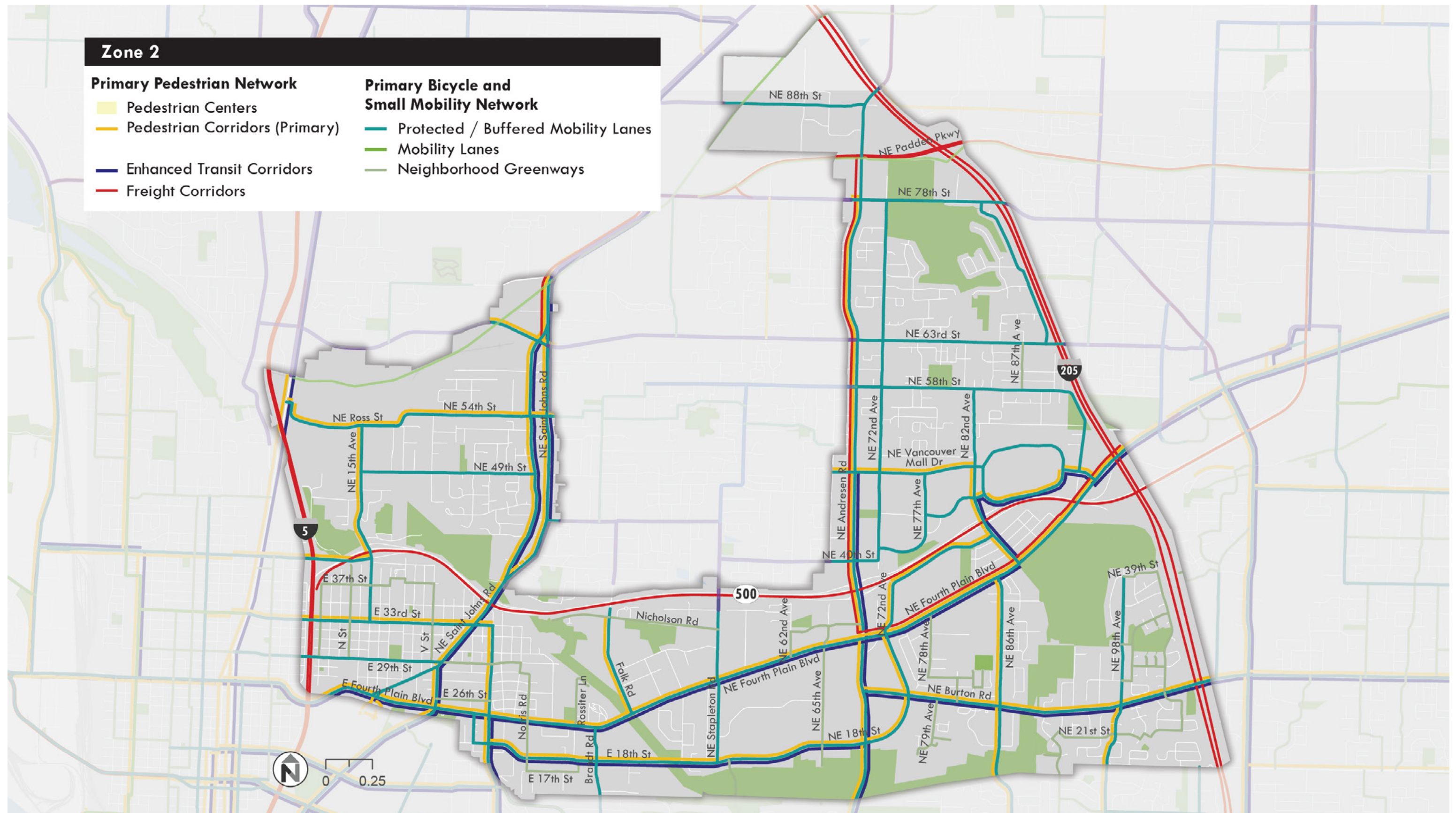
Designation as part of multiple modal networks means extra care will be needed to rebalance those streets for all.



Guide to reading network maps and overlay maps.



See p. 44–45 for a description of each type of facility in the BSM network.





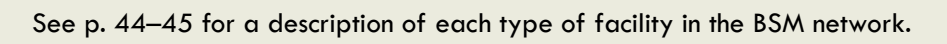
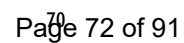
See p. 44–45 for a description of each type of facility in the BSM network.

Map M3: Modal Networks - Zone 3

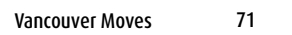




Primary Pedestrian Network	Primary Bicycle and Small Mobility Network
 Pedestrian Centers	 Protected / Buffered Mobility Lanes
 Pedestrian Corridors (Primary)	 Mobility Lanes
 Enhanced Transit Corridors	 Neighborhood Greenways
 Freight Corridors	



Primary Pedestrian Network	Primary Bicycle and Small Mobility Network
 Pedestrian Centers	 Protected / Buffered Mobility Lanes
 Pedestrian Corridors (Primary)	 Mobility Lanes
 Enhanced Transit Corridors	 Neighborhood Greenways
 Freight Corridors	



6. Capital Projects

Capital projects include infrastructure investments that are new and outside of typical maintenance activities. Capital projects get funded and built in three ways:

- 1. Capital Facilities Plan (CFP). Long-range plan of unfunded projects needed for all City services (schools, parks, utilities, transportation).
- 2. Transportation Improvement Program (TIP). Six-year capital project list, updated annually. The intent is for the TIP to include funded projects.
- 3. Coordinated with Development. Some capital projects become needed as a result of development.

The CFP and TIP already include a range of projects tied to roadway needs. The TSP developed modal networks for walking/rolling and BSM that require additional capital investment. After TSP adoption, the City will combine existing CFP and TIP projects with the TSP project list and sort them according to the prioritization framework outlined in the TSP.

Capital Projects Overview

Typical TSP capital projects include:

- Making existing BSM facilities low-stress. For example, upgrading the existing BSM lane on Saint Johns Boulevard to a protected BSM lane with vertical separation.
- Adding new BSM facilities, such as a protected BSM lane on priority corridors, such as 112th Avenue.
- Filling sidewalk gaps on primary pedestrian corridors.
- Adding crossings that meet City’s updated crossing policy spacing and design guidance.

In total, 228 capital projects have been identified to implement the TSP BSM and walking networks:

Total Projects	New Crossings	Small Mobility Facilities	Sidewalk Infill
228 projects: • 31 BSM projects • 6 pedestrian projects • 191 BSM and pedestrian projects	326 new crossings: • 9 Level 1 • 90 Level 2 • 227 Level 3	• 197 miles of existing facilities • 242 miles of proposed facilities Note: One-way distances listed above.	148 miles of proposed sidewalk infill

TYPES OF CROSSINGS

Level 1



Level 2



Level 3



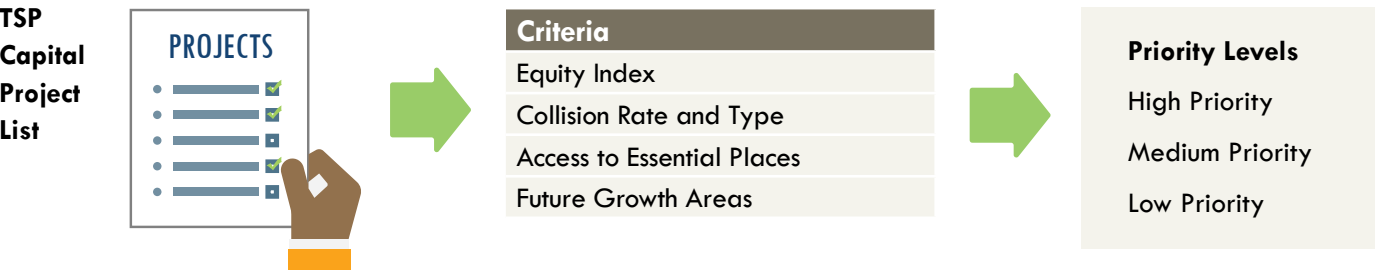
Project Prioritization

Prioritization includes two sets of considerations.

1. Where should we invest? This question asks where the highest need exists based on criteria such as safety history, equity considerations, existing and future growth, etc.
2. When should we invest? In reality, certain projects should be advanced because there are coordination opportunities with other projects. Other projects may be high priority but will take a long time due to environmental considerations, for example.

Moving forward, this framework will be used for TIP and TSP project prioritization.

Where should we invest? What should be our top priority?



When should we invest?

Criteria	Later	Sooner
Is there an upcoming pavement project?	No	Yes
Is there an upcoming agency partner project?	No	Yes
Does the project fill a small, critical gap in the walking/rolling or BSM networks?	No	Yes
Will the project have to go through environmental review?	Yes	No
Will the project have right-of-way impacts?	Yes	No

Term Levels

- Near-term
- Medium-term
- Long-term

In some cases, medium or high priority projects may end up in the long-term phase if they touch environmentally sensitive areas, for example, that would take a long time to clear through regulatory processes. Or if a street was recently repaved, that project might take a longer time before the City revisits it. In other cases the opposite is true. Low-priority projects may be in the near-term phase due to opportunistic timing with other projects (such as a planned repaving).

Projects that are both high priority and near-term are top candidates for investment. These are marked with an asterisk (*).

A planning-level cost estimate was generated to understand the magnitude of resources needed to construct each project.

Cost Levels

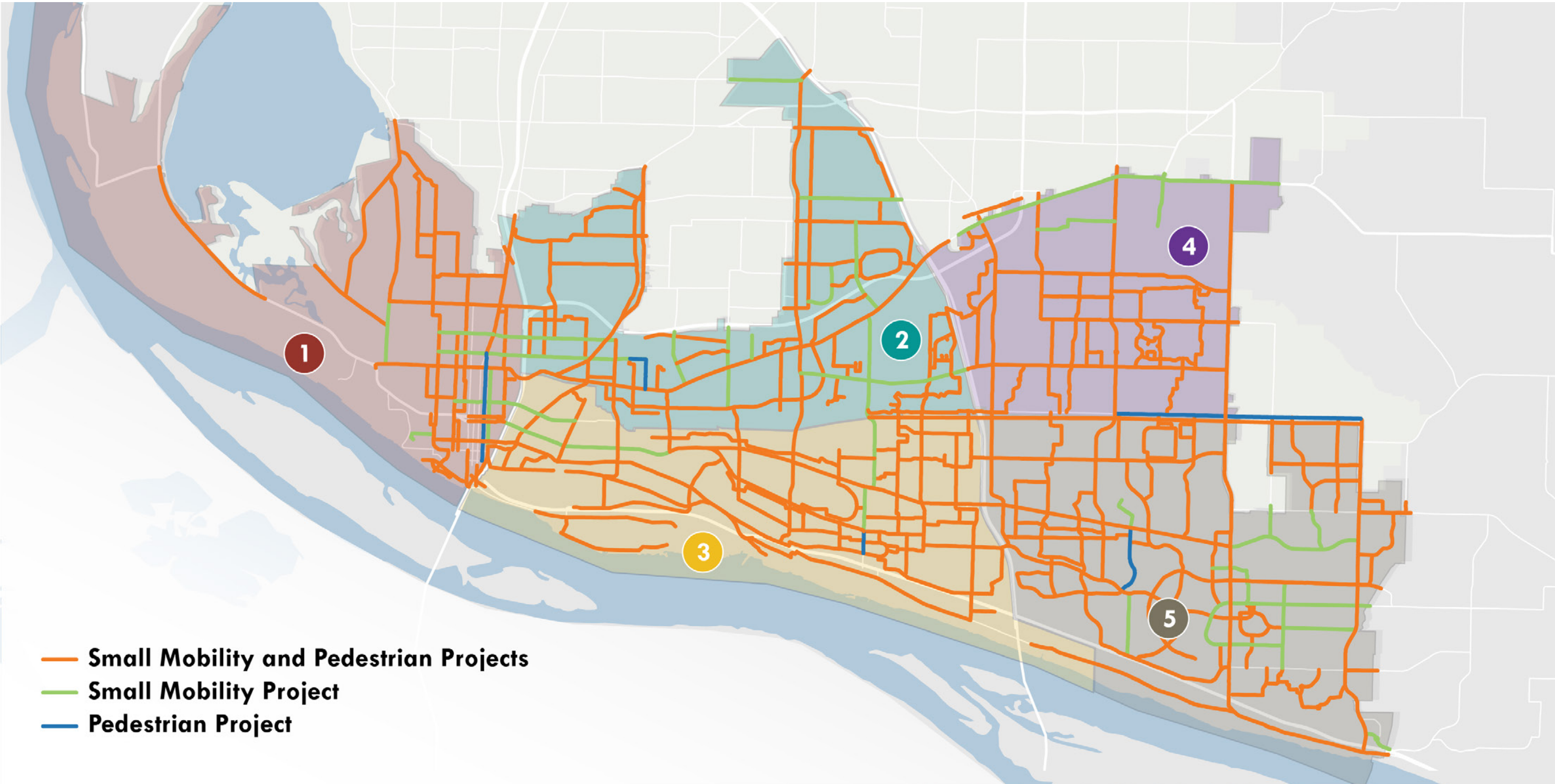
- Low Cost
- Medium Cost
- High Cost

Capital Projects List

Capital Projects Areas

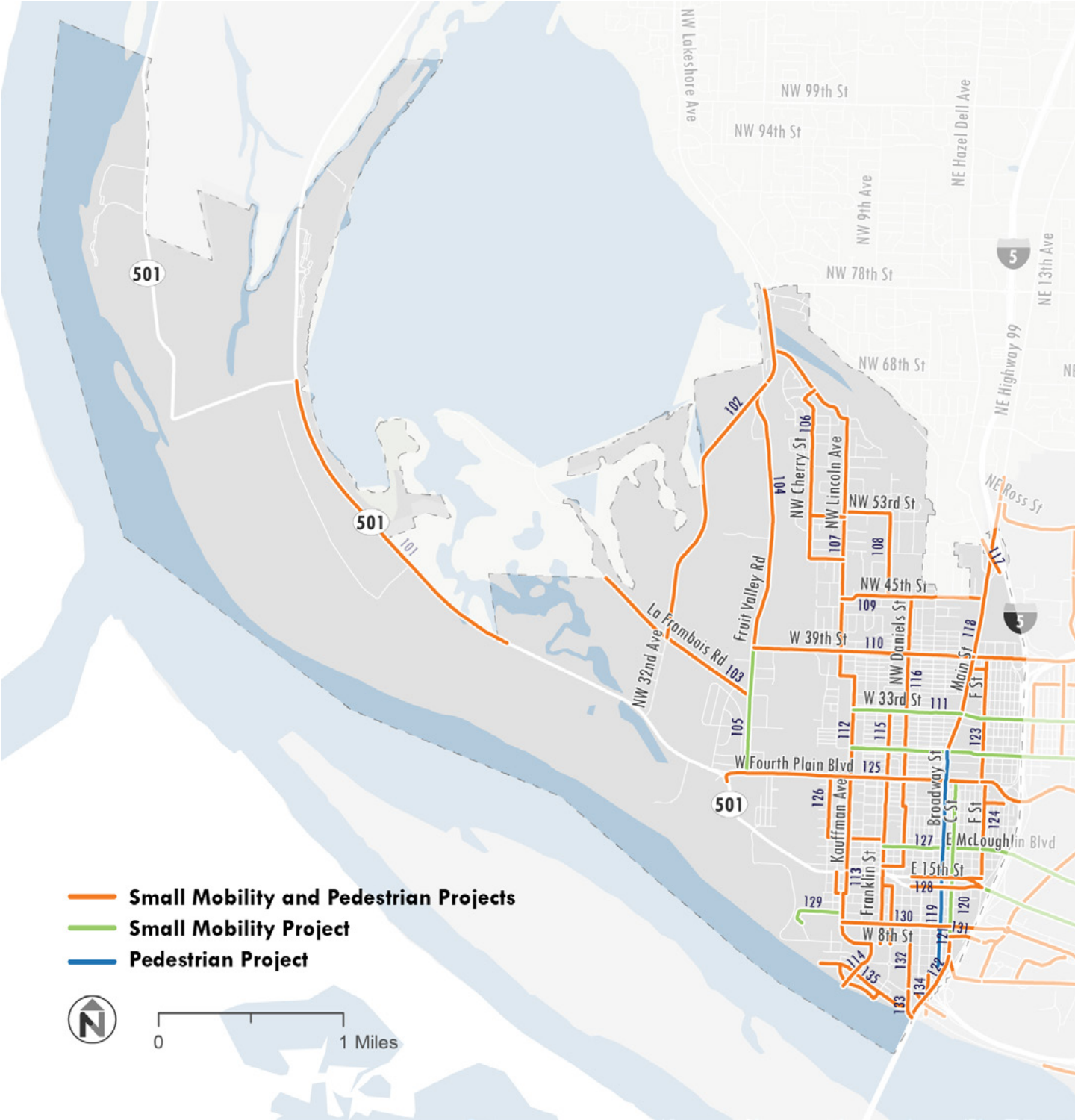
The next section shows the capital projects for each zone of the city, including their prioritization, phasing, and construction cost. The zones were created to break the map into smaller pieces for readability and do not signify any other grouping purpose.

Project Type		Priority	Timing	Cost
SMP SM P	Small Mobility and Pedestrian Projects	Low	Near-term	Low
	Small Mobility Projects	Medium	Medium-term	Medium
	Pedestrian Projects	High	Long-term	High



- Small Mobility and Pedestrian Projects
- Small Mobility Project
- Pedestrian Project

ZONE 1



PROJECT LIST

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	101	501: Fill in MUP gap from Gateway Drive to Lower River Rd	Yes	Yes	Low	Long-Term	High
SMP	102	New off-street connection: MUP from Laframbois Road to Fruit Valley Road	Yes		Medium	Long-Term	Medium
SMP	103	Laframbois Rd: NG from Fruit Valley Road to end of industrial area	Yes		Medium	Long-Term	High
SMP	104	Fruit Valley Rd: Upgrade discontinuous BL to PBL from W 39th St to city limit	Yes	Yes	Medium	Long-Term	High
SM	105	Fruit Valley Rd: Upgrade existing BL to BBL from W 39th St to Fourth Plain Blvd	Yes	Yes	Medium	Medium-Term	Low
SMP	106	NW Cherry St: NG from Bernie Dr to Lincoln Ave	Yes		Low	Long-Term	Medium
SMP	107	Lincoln Ave: Complete continuous BL from Fruit Valley Rd to W 39th St	Yes	Yes	Low	Medium-Term	High
SMP	108	Franklin and 53rd Streets: NG from Lincoln Ave to NW 45th St	Yes		Low	Medium-Term	Medium
SMP	109	NW 45th St: NG from Lincoln Ave to Main St	Yes		Medium	Near-Term	Low
SMP	110	W 39th St: Add new or upgrade existing BL to BBL from Fruit Valley Rd to Main St	Yes	Yes	Medium	Medium-Term	High
SM	111	W 33rd: BL from Kauffman to Main St		Yes	Medium	Near-Term	Low
SMP	112	Kaufman Ave: BL from Mill Plain to W 39th St	Yes	Yes	Medium	Medium-Term	Medium
SMP	113*	Kauffman Ave: BL from Mill Plain to Evergreen Blvd. See also Project 114.		Yes	High	Near-Term	Low
SMP	114	Kauffman/Jefferson/8th: MUP on west side. See also Project 113. Grant St: MUP continues from 8th St to waterfront.	Yes	Yes	High	Long-Term	Medium
SMP	115	Franklin St: NG from W 8th St to W 33rd St		Yes	High	Medium-Term	Low
SMP	116	Daniels St: NG from NW 45th St to 16th St; continue west on 16th St to Franklin St	Yes		Medium	Medium-Term	Medium
SMP	117	MUP: New path connection from Hazel Dell Ave across Main St and connecting to the Discovery Trail			Low	Medium-Term	Medium
SMP	118	Main St: Add crossings and missing sidewalks from E 29th St to NE Ross st. PML from E 39th to Discovery Trail	Yes	Yes	High	Long-Term	Medium
P	119*	Broadway: Add crossings from W 29th St to E 6th St		Yes	High	Near-Term	Low
SM	120	C St: Upgrade existing BL and create continuous BBL from E 8th St to McLoughlin. NG from McLoughlin to Fourth Plain Blvd		Yes	High	Long-Term	Low
SMP	121	C St: Add MUP on C Street between 8th and 7th Streets, connecting to Project #26		Yes	Medium	Medium-Term	Low

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	122	MUP: New path connection from C and 7th Streets along the west side of I-5 to Columbia Way and the waterfront			Medium	Long-Term	High
SMP	123	F St: NG from E 39th St to Fourth Plain Blvd	Yes		Medium	Medium-Term	Low
SMP	124	F St: NG from Fourth Plain Blvd to E 15th St	Yes		Medium	Medium-Term	Low
SMP	125	Fourth Plain Blvd: Upgrade existing BL to PBL from 501 to F St	Yes	Yes	High	Long-Term	High
SMP	126	Lincoln Ave and 19th St: NG from Fourth Plain Blvd to Franklin St	Yes		Medium	Medium-Term	Low
SM	127*	McLoughlin Blvd: BBL from Franklin to G S			High	Near-Term	Low
SMP	128	Mill Plain Blvd/15th St: PBL on the Mill Plain/15th St couplet from Columbia St to I-5	Yes		High	Medium-Term	Medium
SM	129	11th St: Add BL from Jefferson Street to the Amtrak Station		Yes	Medium	Near-Term	Low
SMP	130*	Evergreen Blvd: New BL from Jefferson St to C St		Yes	High	Near-Term	Low
SMP	131	MUP: New path connection across I-5 from around C St and E 8th St to Anderson St, which connects to Fort Vancouver Way	Yes		Medium	Medium-Term	Low
SMP	132*	Columbia St: Continue BBL from 8th St to Phil Arnold Way			High	Near-Term	Low
SMP	133	Columbia St: MUP (west side) from Phil Arnold Way to I-5	Yes	Yes	High	Long-Term	Low
SMP	134	I-5 crossing: New MUP crossing I-5 from Main and E 5th Streets to the MUP along Columbia Way at the waterfront			Medium	Long-Term	Low
SMP	135	Columbia Way and Waterfront Way waterfront streets: NG		Yes	Medium	Near-Term	Low

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

PROJECT SPOTLIGHT

JEFFERSON/KAUFFMAN (#113)

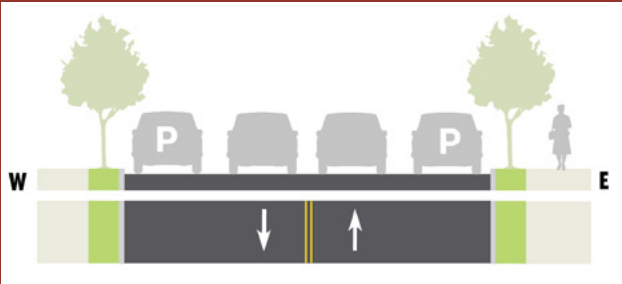
The Jefferson/Kauffman corridor links neighborhoods in the western part of Downtown to the multi-use path on Mill Plain Blvd and the waterfront. The City has secured funding for this project and it is anticipated to go to construction in 2024.

STREET CHARACTERISTICS

Posted Speed:
25 MPH

Traffic Volumes:
N/A

Bus Service:
C-TRAN Route 25
(St. Johns)



PROJECT DESCRIPTION

Project Length:
1.1 miles

Pedestrian:
X new crossings
X ft sidewalk

Priority:
High

Phasing:
Near

Bike and Small Mobility:

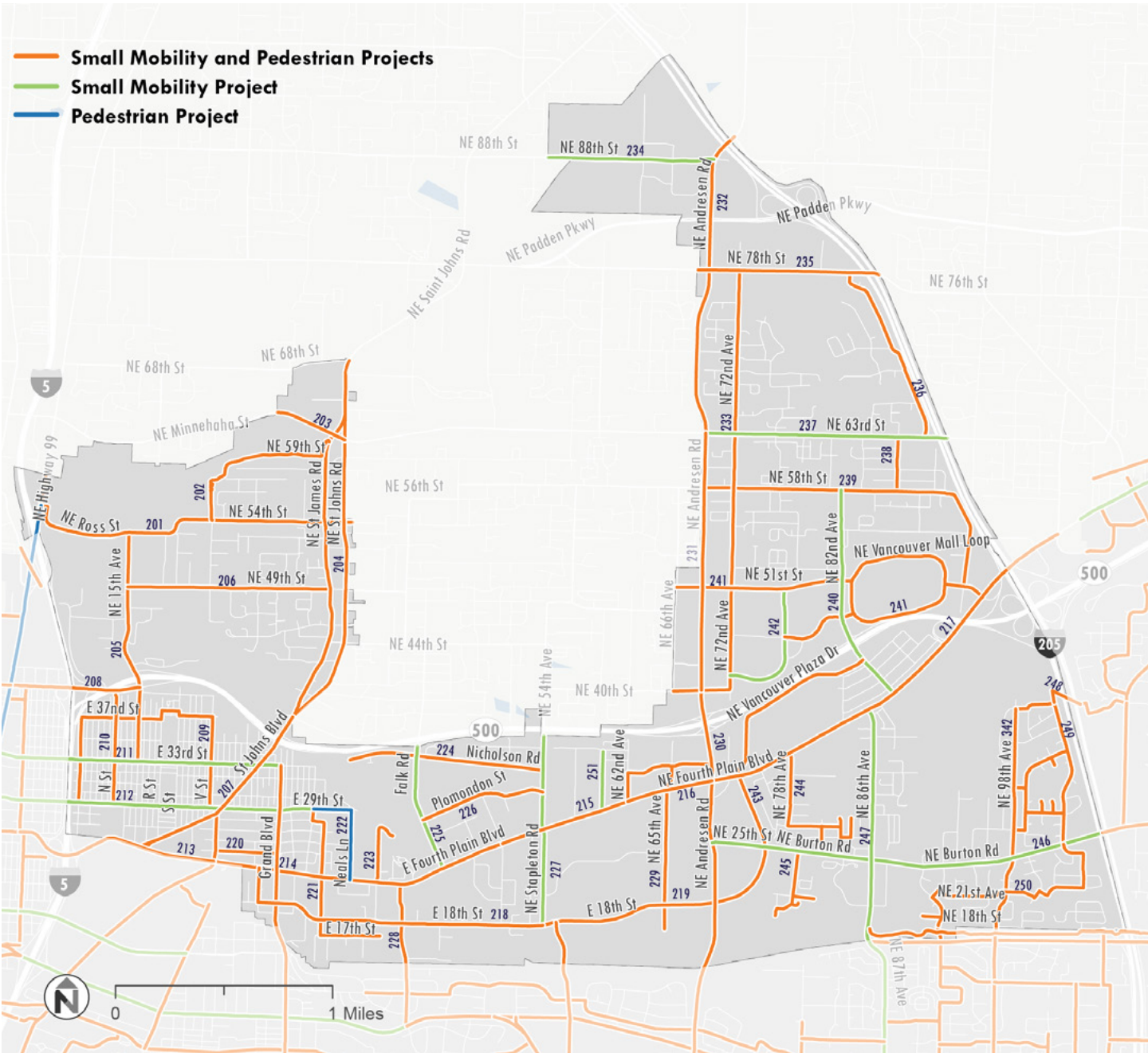
- Multi-use path on Jefferson/Kauffman from Evergreen to Mill Plain, on 13th Street from Kauffman to Markle Avenue, and on Markle Avenue from 13th Street to Mill Plain
- This path investment connects people to the multi-use path on Mill Plain Boulevard and to the future multi-use path continuing south to the waterfront

MODAL NETWORKS

- Multi-Use Path
- Primary Pedestrian Corridor
-
-



ZONE 2



PROJECT LIST

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	201	NE Ross/NE54th: PBL from Highway 99 to just east of Saint Johns Rd (city limit)	Yes	Yes	Medium	Long-Term	High
SMP	202	MUP: Formalize Ellen Davis Trail connection as a paved MUP between NE 54th St and Saint James Rd	Yes		Low	Long-Term	High
SMP	203	NE Minnehaha St: Add PBL in the city section of Minnehaha St, connecting to facilities planned by Clark County.	Yes		Medium	Long-Term	Low
SMP	204	Sants James/Saint Johns: Upgrade existing BL to PBL from Petticoat Lane to city limits	Yes	Yes	Medium	Long-Term	High
SMP	205	P St/NE 15th Ave: Continuous BBL from E 33rd St to NE 54th St	Yes	Yes	Medium	Long-Term	High
SMP	206	NE 49th St: PBL between NE 15th Ave and Saint James Rd	Yes		Medium	Long-Term	High
SMP	207	Sants James/Saint Johns: Upgrade existing discontinuous BL to PBL from Fourth Plain Blvd to Petticoat Lane	Yes	Yes	High	Long-Term	Medium
SMP	208	E 39th St: Upgrade BL to PBL from Main St to NE 15th Ave	Yes		High	Long-Term	Medium
SMP	209	K/V/E 37th Streets: NG with connection points to 29th St	Yes		Medium	Medium-Term	Medium
SMP	210	N St: NG from E 29th St to just south of SR-500	Yes		Medium	Long-Term	Medium
SM	211*	E 33rd St: PBL from Main St to Grand Blvd	Yes	Yes	High	Near-Term	Medium
SM	212	E 29th St: NG from Kauffman Ave to Neals Lane	Yes		Medium	Near-Term	Medium
SMP	213	Fourth Plain: PBL from F St to Falk Rd	Yes	Yes	High	Medium-Term	Medium
SMP	214	Fourth Plain: BBL from Fort Vancouver Way to General Anderson Ave	Yes	Yes	High	Long-Term	Medium
SMP	215*	Fourth Plain: BL from General Anderson Ave to 62nd Ave		Yes	High	Near-Term	Low
SMP	216*	Fourth Plain: MUP on one side from 62nd Ave to Andresen Rd		Yes	High	Near-Term	Low
SMP	217*	Fourth Plain Blvd: Add new PBL from Andresen Rd to city limits (102nd Ave)		Yes	High	Near-Term	Medium
SMP	218	Z St/E 18th/E 20th: Upgrade existing BL to PBL from Fourth Plain Blvd to Stapleton Rd	Yes	Yes	High	Long-Term	High
SMP	219	E 18th: Upgrade existing BL to PBL from Stapleton Rd to NE 25th St	Yes		High	Long-Term	Medium
SMP	220	E 25th St: NG between Fort Vancouver Way and Grand Blvd	Yes		High	Medium-Term	Medium
SMP	221	Norris Rd/E 17th St: NG from 29th St to south of E 18th St	Yes		High	Medium-Term	Medium
P	222	E 29th St/Neals Lane: Fill in missing sidewalk from Watson Ave to Fourth Plain Blvd	Yes		High	Medium-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	223	Rossiter Ln: NG from Fourth Plain Blvd to Burnt Bridge Creek Trail	Yes		High	Long-Term	Low
SMP	224	Nicholson Rd: NG from Burnt Bridge Creek Trail to NE Stapleton Rd	Yes		Medium	Long-Term	Medium
SM	225	Falk Rd: Upgrade existing BL to BBL from the city limit to Fourth Plain Blvd		Yes	High	Long-Term	Low
SMP	226	Plomondon St: Add NG and fill missing sidewalks from Falk Rd to Stapleton Rd	Yes		High	Long-Term	Medium
SM	227*	Stapleton Rd: BBL from city limit to E 18th St	Yes		High	Near-Term	Low
SMP	228	Brandt Rd: Upgrade existing BL to BBL from Fourth Plain to Mill Plain Blvds	Yes		Medium	Long-Term	Low
SMP	229	NE 65th/62nd/33rd: NG on NE 65th Ave from Burnt Bridge Creek Trail to NE 33rd St. NG on 33rd St and 62nd Ave connecting to Fourth Plain Blvd. New connection extending NE 33rd St east to Andresen Rd.	Yes		High	Long-Term	Medium
SMP	230	Andresen: Upgrade existing BL to PBL from Fourth Plain to NE 40th	Yes	Yes	High	Long-Term	Low
SMP	231*	Andresen: Upgrade existing BL to PBL from NE 40th to NE 63rd		Yes	High	Near-Term	Low
SMP	232	Andresen: Upgrade existing BL to PBL from NE 63rd to city limits	Yes	Yes	Medium	Long-Term	Medium
SMP	233	NE 72nd Ave: Upgrade existing BL to PBL from NE 78th St to the city limit on NE 40th St	Yes		High	Long-Term	High
SM	234	NE 88th St: Upgrade existing BL to PBL from city limits to Andresen Rd			Low	Medium-Term	Low
SMP	235	NE 78th St: Upgrade existing BL to PBL in the city section, connecting to planned Clark County facilities	Yes		Low	Long-Term	High
SMP	236	Meadows Drive: BBL from NE 78th to NE 63rd Streets	Yes		Low	Long-Term	Medium
SM	237	NE 63rd St: PBL in city section connecting to planned facilities in Clark County			Medium	Medium-Term	Low
SMP	238	NE 87th Ave: NG from NE 63rd to NE 58th Streets	Yes		Medium	Medium-Term	Low
SMP	239	NE 58th St: New PBL from city limit to Vancouver Mall Dr	Yes		High	Long-Term	High
SM	240	Thurston Way: Upgrade existing BL to PBL from NE 58th St to Fourth Plain Blvd		Yes	High	Long-Term	Medium
SMP	241	Vancouver Mall Access: Add a continuous PBL network on the Vancouver Mall ring road and key links leading up to the mall	Yes	Yes	High	Long-Term	Medium
SM	242	NE 41st St: Upgrad existing BL to BBL from NE 72nd Ave to Vancouver Mall Drive			High	Medium-Term	Low
SMP	243	Vancouver Plaza Dr: Add PBL on roadway connecting from NE 25th St to NE Thurston Way	Yes	Yes	High	Long-Term	High

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	244	NE 78th/84th Ave: NG from Fourth Plain Blvd to Burton Rd	Yes		Medium	Long-Term	Medium
SMP	245	NE 77th/79th Ave: NG from Burton Rd to the end of 77th Ct			Medium	Medium-Term	Low
SM	246*	NE Burton Rd: Upgrade existing BL to PBL from Andresen Rd to I-205	Yes	Yes	High	Near-Term	Medium
SM	247*	NE 86th/87th Ave: Upgrade existing BL to PBL from Fourth Plain to Mill Plain Boulevards	Yes	Yes	High	Near-Term	Medium
SMP	248	MUP: New connection crossing I-205 linking NE 102nd Ave to Fairview Ct	Yes		Medium	Long-Term	High
SMP	249	Oakbrook Park area: NG in the streets connecting to the park including NE 101st, NE 103rd, NE 99th, NE 29th, NE 39th	Yes		Low	Long-Term	Medium
SMP	250	NE 21st/25th: NG from Burton Rd to NE 18th St MUP	Yes		Low	Long-Term	Medium
SMP	251	Fourth Plain west of 62nd Ave: MUP from Don Pedro's on Fourth Plain to 34th Ave	Yes		High	Medium-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

PROJECT SPOTLIGHT

BURTON ROAD (#246)

Burton Road/28th Street provides a direct east-west connection across the city from Andresen Road to the eastern city limit (as 28th Street). The high posted speed makes the existing mobility lanes challenging for all ages and abilities.

STREET CHARACTERISTICS

Traffic Volumes: 9,390 ADT at NE 86th Avenue (Source: RTC, 2022)

Posted Speed: 35 MPH

Bus Service: C-TRAN Route 30 (Burton)



PROJECT DESCRIPTION



Project Length:
1.8 miles



Bike and Small Mobility:
Upgrading existing ML to PML



Pedestrian:
5 new level 3 crossings
20 ft new sidewalk



Priority:
High



Phasing:
Near

Crossings on Burton Road:

- Today, crossings are spaced every 1,358 feet – that's a 6 ½ minute walk/roll for the average person
- 6 out of 16 Route 30 bus stops are more than 200' from a crossing
- Project 246 adds five level 3 crossings (includes a pedestrian signal)
- In the future, crossings will be spaced every 792 feet, which meets the City's updated pedestrian crossing policy

MODAL NETWORKS



Protected Mobility Lane



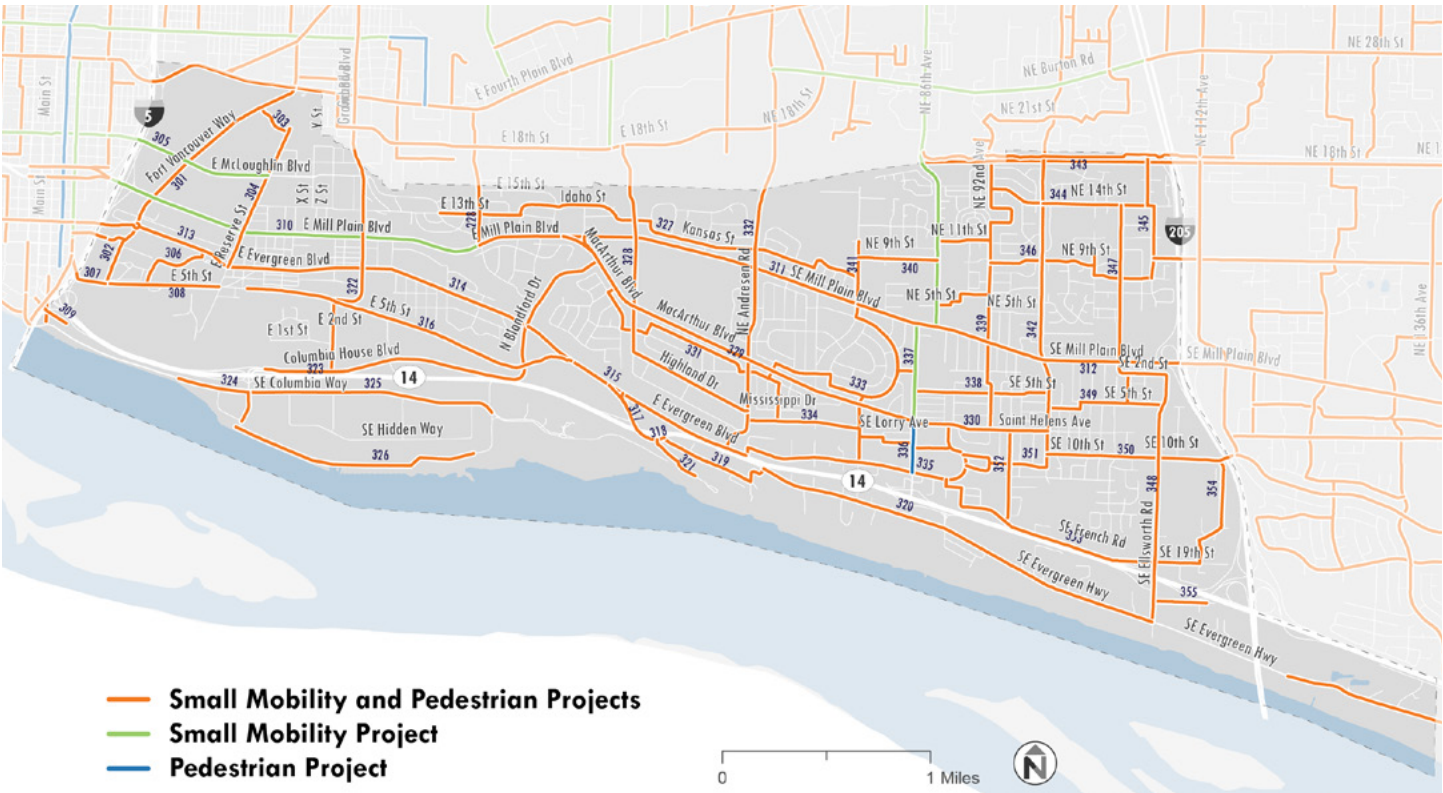
Primary Pedestrian Corridor



Enhanced Transit Corridor



ZONE 3



PROJECT LIST

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	301	Fort Vancouver Way: Upgrade existing BL to PBL from Evergreen Bld to Saint Johns Blvd	Yes	Yes	Medium	Medium-Term	High
SMP	302	Fort Vancouver Way: NG from Evergreen Blvd to E 5th St	Yes	Yes	High	Long-Term	Low
SMP	303	NG connecting Fort Vancouver Way and Reserve St			Medium	Medium-Term	Low
SMP	304	Reserve St: Upgrade existing BL to PBL from Evergreen Blvd to Waterworks Park	Yes		Medium	Long-Term	High
SM	305	McLoughlin Blvd: BBL from F St to Reserve St	Yes		Medium	Medium-Term	Low
SMP	306	Fort Vancouver: NG from Evergreen Blvd to 5th St			Low	Medium-Term	Low
SMP	307	MUP: New connection crossing I-5 from C St to Jefferson St	Yes		Medium	Long-Term	High
SMP	308	E 5th St: MUP from Fort Vancouver Way to Reserve St	Yes		Medium	Long-Term	Medium
SMP	309	MUP: New connection crossing I-5 from 3rd St to Fort Vancouver	Yes		High	Long-Term	High

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.



Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SM	310*	Mill Plain Blvd: Add PBL from I-5 to Brandt Rd	Yes	Yes	High	Near-Term	Medium
SMP	311	Mill Plain Blvd: Add PBL from Brandt Rd to Garrison Rd	Yes	Yes	Medium	Long-Term	High
SMP	312	Mill Plain Blvd: Add PBL from Garrison Rd to I-205	Yes	Yes	High	Long-Term	Medium
SMP	313	Evergreen Blvd: PBL from C St to Reserve St	Yes	Yes	High	Long-Term	High
SMP	314	Evergreen Blvd: Upgrade existing BL to BBL from Reserve St to Blandford Dr	Yes	Yes	Medium	Near-Term	Medium
SMP	315	Evergreen Blvd: PBL from Cblanford Rd to just east of Andresen Rd	Yes	Yes	Low	Long-Term	High
SMP	316	E 5th St: NG from Fort Vancouver to Evergreen Blvd	Yes		Medium	Long-Term	Medium
SMP	317	Shorewood Dr: PBL connecting Evergreen Blvd across SR-14 to Beach Dr.	Yes	Yes	Low	Long-Term	Medium
SMP	318	MUP: MUP on Shorewood Dri from Beach Dr to Riverside Dr	Yes	Yes	Low	Long-Term	Low
SMP	319	Riverside Dr: PBL from Shorewood Dr to Evergreen Hwy	Yes	Yes	Low	Long-Term	High
SMP	320	Evergreen Highway: MUP from Chelsea Ave to Ellsworth Rd	Yes		Low	Long-Term	High
SMP	321	SE Beach Dr: MUP from Riverside Dr to Wintler Park	Yes	Yes	Low	Long-Term	High
SMP	322	Grand Blvd: Upgrade existing BL to PBL from Columbia House Blvd to 33rd St	Yes	Yes	High	Long-Term	High
SMP	323	Columbia House Blvd/Blanford St: PBL connecting from Columbia Way to MacArthur Blvd	Yes	Yes	Medium	Long-Term	High
SMP	324	Columbia Way: BBL from housing area west of Surprise Beach to Columbia Shores Blvd	Yes	Yes	Low	Long-Term	Medium
SMP	325	Columbia Way: MUP connecting from Columbia Shores Blvd to Marine Park	Yes		Low	Long-Term	Medium
SMP	326	MUP: New connection between Marine Park and Columbia House Blvd along the waterfront	Yes		Low	Long-Term	High
SMP	327	Kansas/Michigan/E 13th St: NG parallel to Mill Plain from McLoughlin Blvd to Garrison Rd	Yes		Medium	Long-Term	Medium
SMP	328	Devine Rd/Highland Dr: NG from E 18th St to Andresen Rd	Yes		Medium	Long-Term	Medium
SMP	329	MacArthur Blvd: Upgrade existing BL to PBL from Mill Plain to Lieser Rd	Yes	Yes	Medium	Long-Term	Medium
SMP	330	Saint Helens Ave: PBL from Lieser Road to SE 98th Ave	Yes	Yes	Low	Medium-Term	High
SMP	331	Oklahoma Dr/Memphis Way: NG connecting from MacArthur Blvd to Corrigidor Rd	Yes		Low	Medium-Term	Medium
SMP	332	Andresen: Upgrade existing BL to PBL from Fourth Plain to Evergreen	Yes	Yes	High	Long-Term	High
SMP	333	Delaware Lane: NG from Mill Plain to MacArthur Blvds around Lieser Crest Park	Yes		Medium	Medium-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	334	Maple Ave: NG east-west between Andresen Rd and Lieser Rd; NG north-south connecting MacArthur Blvd to Middle Way	Yes		Low	Long-Term	Medium
SMP	335	SE Middle Way/Columbia Ridge Dr: NG from Evergreen Blvd to St Helens Ave	Yes		Low	Long-Term	Medium
P	336	Lieser Rd: PBL from MacArthur Blvd to Middle Way	Yes		Medium	Medium-Term	Low
SM	337	Lieser Rd: Upgrade existing BL to PBL from Mill Plain to MacArthur Boulevards	Yes		High	Long-Term	Medium
SMP	338	Silver Star Ave: NB from Lieser Rd to SE 98th Ave	Yes		Medium	Medium-Term	Medium
SMP	339	NE 92nd Corridor: Network of NG on north/south NE 92nd, between 67th and 97th Avesnues with connections from NE 18th St MUP to Saint Helens Ave	Yes		Medium	Long-Term	Medium
SMP	340	NE 9th St: NG from Garrison Rd to 87th Ave	Yes		High	Long-Term	Medium
SMP	341	Garrison Rd: BBL from Mill Plain Blvd to Douglas Park	Yes		High	Long-Term	Low
SMP	342	NE 97th/98th Ave: Upgrade existing BL to BBL from Burnt Bridge Creek Trail at NE 97th Ave to SE 10th St	Yes	Yes	Medium	Long-Term	High
SMP	343	MUP: New MUP adjacent to NE 18th St from NE 86th Ave (Burnt Bridge Creek Trail) to Four Seasons Lane	Yes		Low	Long-Term	High
SMP	344	NE 14th St: BBL from NE 97th Ave to NE 104th Ave	Yes		Medium	Long-Term	Low
SMP	345	NE 107th/108th Ave: BBL from NE 18th St to NE 8th St	Yes		Medium	Medium-Term	Medium
SMP	346	NE 9th St: NG from NE 108th Ave to NE 92nd Ave	Yes		Medium	Medium-Term	Medium
SMP	347	NE 104th: BBL from NE 14th to Mill Plain Blvd	Yes		Medium	Near-Term	Medium
SMP	348	Ellsworth Rd: PBL from Evergreen Hwy to Mill Plain Blvd	Yes	Yes	Medium	Long-Term	High
SMP	349	SE 5th St: NB from SE 98th Ave to Ellsworth Rd	Yes		Medium	Long-Term	Medium
SMP	350	SE 10th St: BBL from SE 98th Ave across I-205 to Chkalov Dr	Yes	Yes	High	Long-Term	High
SMP	351	Butte/98th Ave: NG from Columbia Ridge Dr to SE 10th St	Yes	Yes	Low	Long-Term	Medium
SMP	352	NE 95th Ave: NG from Sain Helens Ave to Mt Hood Ave	Yes		Low	Long-Term	Medium
SMP	353	Mt Hood Ave: NG from Middle Way to Ellsworth Rd	Yes		Low	Long-Term	Medium
SMP	354	SE 19th St/Nancy Rd: NG from Ellsworth Rd to SE 10th St	Yes		Low	Long-Term	Medium
SMP	355	SE 23rd Ave: NG from Ellsworth Rd to I-205 MUP	Yes		Low	Long-Term	Low

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

PROJECT SPOTLIGHT

GRAND BOULEVARD PML (#322)

Grand Boulevard from Columbia House Boulevard to 33rd Street is the only north-south direct connection between Interstate 5 and Andresen Road. This critical connection provides access to many essential places, including grocery stores, schools, and employment opportunities.

STREET CHARACTERISTICS

Traffic Volumes:
9,500 ADT at Columbia House Blvd (Source: RTC, 2017)
8,000 ADT at Mill Plain Boulevard (Source: RTC, 2021)

Posted Speed: 25 MPH

Bus Service: C-TRAN Route 6 (Fruit Valley/Grand)



PROJECT DESCRIPTION

Project Length: 1.93 miles

Bike and Small Mobility: Upgrading existing ML to PML on both sides of street

Pedestrian: 5 new level 3 crossings
1,520 ft new sidewalk

Priority: High

Phasing: Near

MODAL NETWORKS

Protected Mobility Lane

Primary Pedestrian Corridor

Enhanced Transit Corridor

PROJECT SPOTLIGHT

NE 136TH AVENUE (#515, 516)

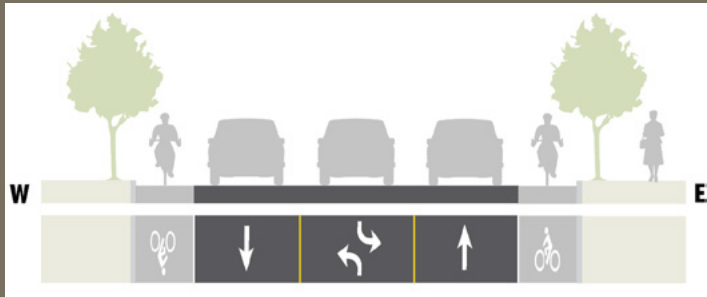
NE 136th Avenue provides a direct north-south connection from McGillivray Boulevard to the northern city limit at Fourth Plain Boulevard. The TSP identified the entire corridor for a protected mobility lane. Projects 515 and 516 upgrade the existing mobility lane to protected mobility lane from McGillivray Boulevard to NE 18th Street.

STREET CHARACTERISTICS

Traffic Volumes:
15,800 ADT at Mill Plain Boulevard (Source: RTC, 2022)
19,250 ADT at NE 18th Street (Source: RTC, 2022)

Posted Speed: 35 MPH

Bus Service: C-TRAN Route 80 (Vancouver Mall/Fisher's)



PROJECT DESCRIPTION

Project Length: 1.9 miles

Bike and Small Mobility: Upgrade existing ML to PML

Pedestrian: 5 new level 3 crossings

Priority: X

Phasing: X

MODAL NETWORKS

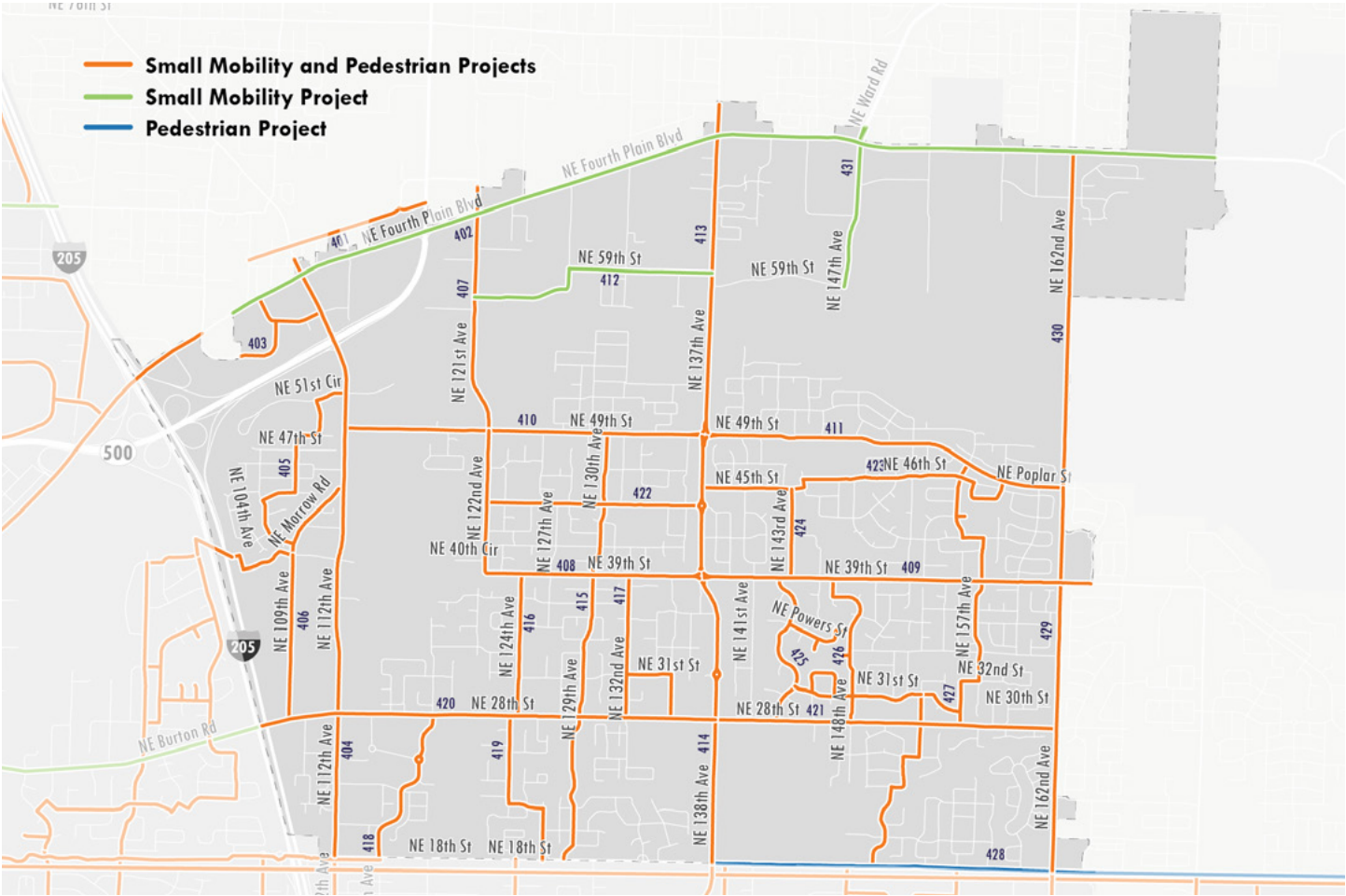
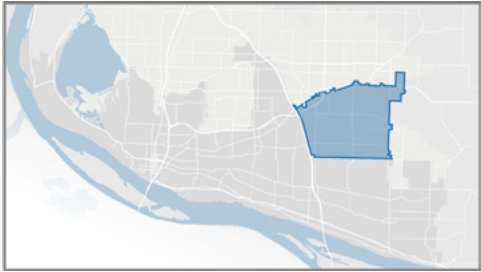
Protected Mobility Lane

Primary Pedestrian Corridor

Enhanced Transit Corridor



ZONE 4



PROJECT LIST

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	401	NE Rosewood Ave: BBL at NE 105th to SR 503	Yes	Yes	Medium	Medium-Term	High
SM	402	Fourth Plain Blvd: Upgrade existing BL to PBL from western to eastern city limit	Yes	Yes	High	Long-Term	High
SMP	403	Coxley Dr/107th Ave: NG in the Orchards neighborhood between Fourth Plain Blvd and Gher Rd	Yes		High	Long-Term	Low
SMP	404	NE 112th Ave: PBL from city limit (just north of Fourth Plain) to NE 18th St	Yes	Yes	High	Long-Term	High
SMP	405	NE 106th-110th Ave: Network of NG Connecting from NE 112th Ave and Morrow Road to a new MUP (#248) across I-205	Yes		Medium	Long-Term	Medium
SMP	406	NE 109th Ave: PBL from NE 39th St to NE Burton Rd	Yes		High	Long-Term	Low

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	407	NE 121st-122nd Ave: PBL from city limit to NE 49th St	Yes		High	Long-Term	Low
SMP	408	NE 39th St/NE 122nd Ave: PBL from NE 49th St to NE 137th Ave	Yes		Medium	Long-Term	High
SMP	409	NE 39th St: PBL from NE 137th Ave to NE 162nd Ave	Yes	Yes	Medium	Medium-Term	High
SMP	410	NE 49th St: PBL from NE 112th Ave to NE 137th Ave	Yes	Yes	Medium	Long-Term	High
SMP	411	NE Poplar St: BBL from NE 137th Ave to NE 162nd Ave	Yes	Yes	Low	Long-Term	Medium
SM	412	NE 56th/NE 59th Streets: BL from NE 121st Ave to NE 137th Ave	Yes		Medium	Medium-Term	High
SMP	413	NE 136th/138th Ave: PBL from Citiy Limits to NE 49th St	Yes	Yes	Medium	Long-Term	High
SMP	414	NE 136th/138th Ave: PBL from NE 49th St to NE 18th St	Yes	Yes	Low	Long-Term	Medium
SMP	415	NE 129th/130th Ave: NG from NE 49th St to NE 18th St	Yes		Medium	Long-Term	Medium
SMP	416	NE 124th Ave: NG from NE 39th St to NE 28th St	Yes		Medium	Medium-Term	Medium
SMP	417	NE 31st St: NG from NE 39th St to NE 28th St	Yes		Low	Medium-Term	Medium
SMP	418	Four Seasons Lane: NG from NE 28th St to NE 18th St	Yes		Medium	Long-Term	Low
SMP	419	NE 124th Ave: NG from NE 28th St to NE 18th St	Yes		Medium	Long-Term	Medium
SMP	420*	Burton Rd/NE 28th St: Upgrade existing BL to PBL from I-205 to NE 138th Ave		Yes	High	Near-Term	Medium
SMP	421	NE 28th St: Upgrade existing BL to PBL from NE 138th Ave to NE 162nd Ave	Yes	Yes	Medium	Long-Term	High
SMP	422	NE 44th St: NG from NE 122nd Ave to NE 137th Ave	Yes		Low	Medium-Term	Medium
SMP	423	NE 45th /46th St: NG from NE 137th Ave to NE 162nd Ave	Yes		Low	Long-Term	Medium
SMP	424	NE 143rd Ave: NG from NE 45th Ave to NE 39th St	Yes		Low	Medium-Term	Low
SMP	425	NE 143rd/14th Ave: NG network from NE 39th St to NE 28th St	Yes		Low	Medium-Term	Medium
SMP	426	NE 31st/3rd St: NG network between NE 39th St and NE 28th St	Yes		Low	Medium-Term	Medium
SMP	427	NE 145th/157th Ave: NG from NE 31st St to NE 18th St	Yes		Low	Long-Term	Medium
P	428	NE 18th St: Continue MUP east from Evergreen High School at NE 41st Ave to eastern city limit (192nd Ave).	Yes	Yes	Medium	Long-Term	High
SMP	429	NE 162nd Ave: Upgrade BL to PBL from NE Poplar St to NE 18th St	Yes	Yes	Medium	Long-Term	Medium
SMP	430	NE 162nd Ave: Upgrade BL to PBL from NE Poplar St to city limits		Yes	Medium	Near-Term	Low
SM	431	NE 147th Ave: Upgrade BL to PBL from NE 59th St north to city limits			Medium	Medium-Term	Low

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

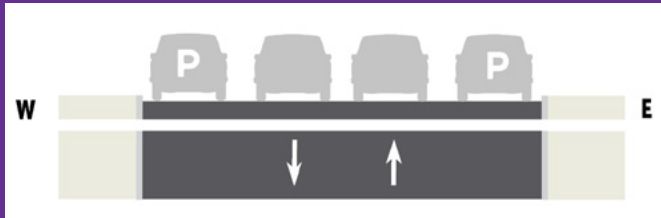
PROJECT SPOTLIGHT

NE 129TH/130TH AVENUES (#415)

NE 129th/130th Avenues are quiet residential streets between NE 112th Avenue to the west and NE 138th Avenue to the east. Project #415 connects from the multi-use path on NE 18th Street at the south end to NE 49th Street at the north end.

STREET CHARACTERISTICS

Posted Speed: 25 MPH Traffic Volumes: N/A Bus Service: None



PROJECT DESCRIPTION



Project Length: 1.5 miles



Bike and Small Mobility: Upgrade existing neighborhood greenway



Pedestrian: 5 new level 3 crossings
1,520 ft new sidewalk



Priority: Medium



Phasing: Long

MODAL NETWORKS



Neighborhood Greenway



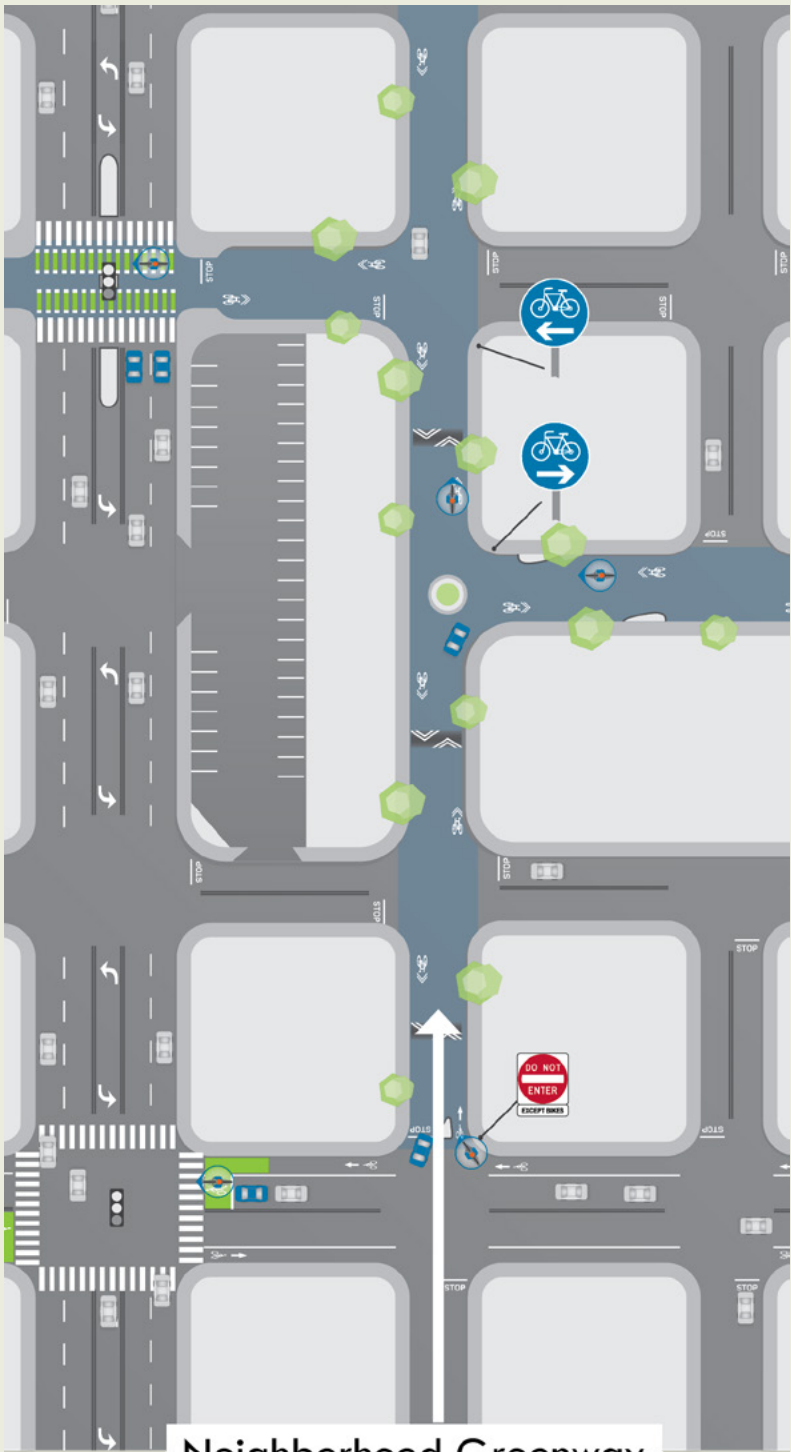
Neighborhood Greenway



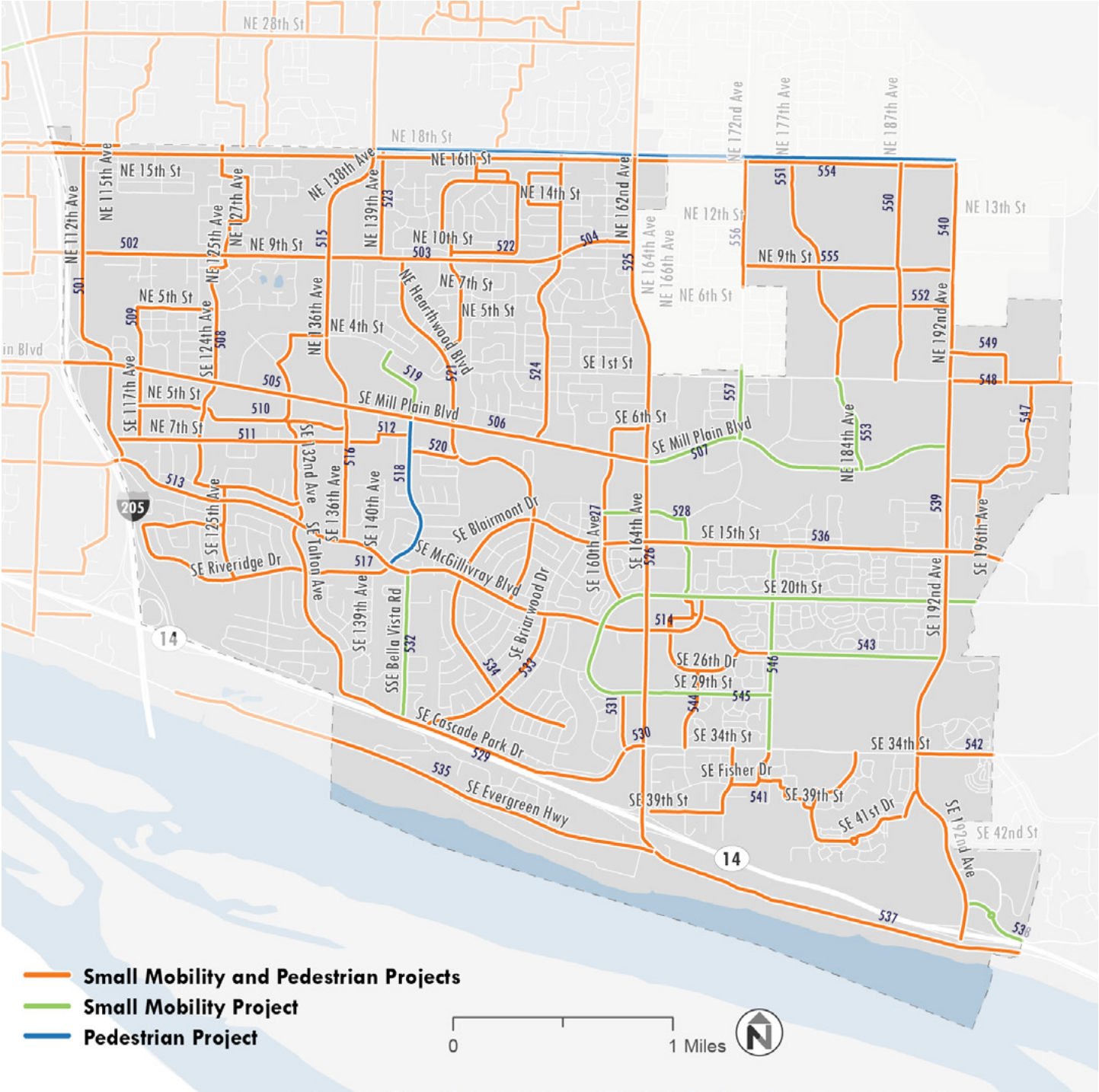
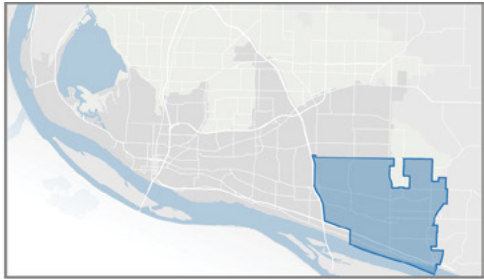
ELEMENTS OF NEIGHBORHOOD GREENWAYS

Neighborhood greenways (NG) are low-volume, low-speed streets comfortable for walking/rolling or bicycling. Typical elements include:

- **Branded signs and sharrows.** These give the route a visual identity, guide bicyclists and small mobility users, and signal to drivers that the street is a bicycle route.
- **Traffic calming.** Speed humps, cushions, and tables slow down vehicle traffic.
- **Traffic diversion.** Access and turning movement restrictions reduce vehicle traffic volumes.
- **Crossing treatments.** Traffic circles with 4-way yield signs or stop signs just for cross streets allow bicyclists and small mobility users to pass straight through.
- **Wayfinding.** Wayfinding directs people from neighborhood greenways to major destinations.



ZONE 5



PROJECT LIST

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	501	NE 112th Ave: PBL from NE 18th St to McGillivray Blvd	Yes	Yes	High	Medium-Term	High
SMP	502	NE 9th St: Upgrade existing BL to PBL from NE 108th Ave to NE 136th Ave	Yes	Yes	Medium	Medium-Term	High
SMP	503	NE 9th St: BBL from NE 136th Ave NE 155th Ave	Yes	Yes	Medium	Long-Term	Medium
SMP	504	NE 11th St: NG from NE 155th Ave NE 162nd Ave	Yes	Yes	Low	Medium-Term	Low
SMP	505	Mill Plain Blvd: Add PBL from I-205 to Olympia Dr		Yes	High	Medium-Term	Medium
SMP	506*	Mill Plain Blvd: Add PBL from Olympia Dr to 164th St		Yes	High	Near-Term	Low
SM	507	Mill Plain Blvd: Add PBL from 164th to 192d Ave		Yes	High	Medium-Term	Low
SMP	508	"NE 123rd-127th Ave: NG in the Fircrest and Cascade Park West neighborhood between NE 18th St and SE 11th St"	Yes		Medium	Long-Term	Medium
SMP	509	NE 117th Ave and NE 5th St: NG from SE 7th St to NE 124th St	Yes		High	Medium-Term	Medium
SMP	510	SE 131st-132nd Ave and SE 5th-6th St: NG from SE 117th Ave to NE 136th Ave	Yes		High	Medium-Term	Medium
SMP	511	SE 7th St: Upgrade existing BL to BBL from SE Chkalov Dr to SE 136th Ave	Yes		High	Long-Term	Medium
SMP	512	SE 6th and 7th St: NG from SE 136th Ave to SE Olympia Dr	Yes		High	Medium-Term	Low
SMP	513	SE McGillivray Blvd: Upgrade existing BL to PBL from SE Chkalov Dr to SE Bella Vista Rd	Yes	Yes	High	Long-Term	High
SMP	514	SE McGillivray Blvd: Upgrade existing BL to PBL from SE Chkalov Dr to SE 20th St	Yes	Yes	High	Medium-Term	Medium
SMP	515*	NE 136th Ave: Upgrade existing BL to PBL from NE 18th St to NE 4th St		Yes	High	Near-Term	Low
SMP	516	NE 136th Ave: Upgrade existing BL to PBL from NE 4th St to SE McGillivray Blvd		Yes	High	Medium-Term	Low
SMP	517	SE 15th St and SE Riveridge Dr: NG in the Riveridge neighborhood	Yes		Low	Long-Term	Medium
P	518	SE Olympia Dr: Add BL from SE Mill Plain Blvd to SE McGillivray Blvd	Yes		High	Long-Term	Medium
SM	519	SE Olympia Dr: Upgrade existing BL to BBL from SE 1st St to SE Mill Plain Blvd			High	Medium-Term	Low
SMP	520	SE 7th St: NG from SE Olympia Dr to SE Parkcrest Ave	Yes		High	Medium-Term	Low
SMP	521	SE Hearthwood St and SE Park Crest Ave: Upgrade existing BL to BBL from NE 9th St to SE McGillivray Blvd	Yes	Yes	High	Long-Term	Medium
SMP	522	NE 145th-152nd Ave: NG from NE 18th St to NE Hearthwood Blvd	Yes		Medium	Long-Term	Medium
SMP	523	NE 139th Ave: NG from NE 18th St to NE 9th St	Yes		Low	Medium-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SMP	524	NE 14th-17th St, NE 153rd-155th Ave: NG from NE 18th St to SE Mill Plain Blvd	Yes		Low	Long-Term	Medium
SMP	525	NE 162nd-164th Ave: Upgrade existing BL to PBL from NE 18th St to SE Mill Plain Blvd	Yes	Yes	Medium	Medium-Term	High
SMP	526	SE 164th Ave: Add PBL from SE Mill Plain Blvd to SE Evergreen Hwy	Yes	Yes	Medium	Long-Term	High
SMP	527	SE 160th Ave: Upgrade existing BL to BBL from SE 164th Ave to SE Village Loop	Yes		High	Medium-Term	Low
SM	528*	SE Tech Center Dr: BBL from SE 160th Ave to SE Tech Center Pl, SE 20th St	Yes		High	Near-Term	Medium
SMP	529	SE Talton Ave and SE Cascade Park Dr: Upgrade existing BL to PBL from SE McGillivray to SE 162nd Ave	Yes	Yes	Medium	Long-Term	Medium
SMP	530	SE Cascade Park Dr: Add PBL from SE 162nd Ave to SE 164th Ave		Yes	Medium	Long-Term	Low
SMP	531	SE 162nd Ave: Upgrade existing BL to BBL from SE Village Loop to SE Cascade Park Dr	Yes		Medium	Medium-Term	Low
SM	532	SE Bella Vista Rd: Add BL from SE McGillivray to SE Cascade Park Dr	Yes		Low	Medium-Term	Medium
SMP	533	SE Briarwood Dr: Add BBL from SE McGillivray to SE Cascade Park Dr	Yes		Low	Long-Term	Low
SMP	534	Blairmont Dr: NG from Park Crest Ave to SE 157th Ave	Yes		Medium	Long-Term	Medium
SMP	535	SE Evergreen Hwy: MUP from Columbia Springs Park to SE 164th Ave	Yes		Low	Long-Term	High
SMP	536	SE 15th St: BBL from Park Crest Ave to the eastern city limit, including short path connection at SE 160th Ave	Yes	Yes	High	Long-Term	High
SMP	537	SE Evergreen Hwy: MUP from SE 164th Ave to city limits	Yes		Low	Long-Term	High
SM	538	SE Brady Rd and SE Columbia Palisades Dr: Add PBL from SE 192nd Ave to city limits	Yes		Low	Medium-Term	Low
SMP	539	SE 192nd Ave: Upgrade existing BL to PBL from SR-14 to SE 1st Ave	Yes	Yes	Medium	Long-Term	Medium
SMP	540	NE 192nd Ave: MUP from NE 18th St to SE 1st St	Yes	Yes	Medium	Long-Term	High
SMP	541	SE 39th-42nd St, SE 171st-179th Ave: NG in the Fisher's Creek neighborhood	Yes		Low	Long-Term	Medium
SMP	542	SE 34th St: Add PBL from SE 192nd Ave to city limit			Medium	Near-Term	Low
SM	543	SE 25th St: Add BBL from SE 176th Ave to SE 192nd Ave			Low	Medium-Term	Low
SMP	544	SE 22nd-26th St, SE 166th-169th Ave: NG from SE 20th St to SE 34th St	Yes		Medium	Medium-Term	Medium
SM	545	SE 20th St, SE 29th St, Village Loop: Upgrade existing BL to PBL from SE 176th Ave to city limits		Yes	Medium	Long-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Project Type	ID	Project Name	Sidewalk Infill	Added Crossing	Priority	Timing	Cost
SM	546	SE 176th Ave: PBL from SE 15th St to SE 34th St			Low	Long-Term	Low
SMP	547	SE Westridge Blvd: NG from SE 1st St to SE 15th St	Yes		Low	Long-Term	Medium
SMP	548	SE 1st St: Upgrade existing BL to PBL from NE 192nd Ave to city limits			Medium	Medium-Term	Low
SMP	549	NE 3rd St and NE 197th Ave: NG from NE 192nd Ave to SE 1st St			Medium	Medium-Term	Low
SMP	550	MUP: New path connection between NE 18th St and SE 1st St	Yes		Low	Long-Term	Medium
SMP	551	MUP: New path connection from NE 18th St to NE 182nd Ct			Low	Medium-Term	Low
SMP	552	MUP: New path connection between SE 1st St and NE 192nd Ave	Yes		Low	Long-Term	Low
SM	553	SE 184th Ave: Add BBL from SE 1st St to SE Mill Plain Blvd			Medium	Medium-Term	Low
SMP	554	East Powerline Trail: Implement trail from 86th to 192nd Streets in partnership with other agencies			High	Medium-Term	Medium
SMP	555	MUP: New path connection between NE 172nd Ave and NE 192nd Ave	Yes		Low	Long-Term	Low
SMP	556	NE 172nd Ave: MUP from NE 18th St to city limits	Yes	Yes	Low	Long-Term	Medium
SM	557	SE 172nd Ave: Add PBL from city limits to SE Mill Plain Blvd		Yes	High	Medium-Term	Medium

Note: SMP refers to Small Mobility and Pedestrian Projects; SM refers to Small Mobility Projects; P refers to Pedestrian Projects.

Building Out Our Primary Arterial Network

While this Transportation System Plan largely focuses on working within our existing roadway system to expand safe transportation options for all users, the City of Vancouver also invests in upgrading and building out our primary arterial roadway system. These large-scale capital projects are designed to bring major roadways up to urban standards, add turn lanes, mobility lanes and sidewalks, improve safety, and reduce congestion by accommodating recent and future developments along arterial streets. These projects take several years to design and build and are listed in the City’s Six-Year Transportation Improvement Program (TIP).

Future large Capital Transportation System Improvement Projects

Project	Description
NE 137TH AVE FROM NE 49TH ST TO NE FOURTH PLAIN BLVD	Urban upgrade of existing 2-lane (narrow) rural road. Corridor upgrades to include: one lane each direction with turn lane or median divider with roundabouts, sidewalks, ADA ramps, mobility lanes, stormwater facilities and streetlights. Improvements will enhance safety, manage access and minimize delays now caused by turning vehicles.
NE 18TH ST FROM NE 107TH AVE TO NE 107TH AVE	Long-planned new urban arterial and upgrade of existing segments to current arterial standards. The improvement will be a multimodal facility including travel lanes, evaluation of roundabouts at intersections, mobility lanes, streetlights, ADA accessible pedestrian ramps, sound walls (where required), sidewalk, and a multi-use pathway. The east end of the project will connect to the recently constructed WSDOT/I-205 on ramp and roundabout.
SE 1ST ST FROM SE 177TH AVE TO SE 192ND AVE	Urban arterial upgrade of existing 2-lane rural road to increase safety, mobility, and livability, and meet future subarea needs. Roadway cross section includes roundabouts and transition to a 5-lane section. Improvements include sidewalks, ADA ramps, mobility lanes, stormwater, and streetlights.
JEFFERSON ST FROM W EVERGREEN BLVD TO W MILL PLAIN BLVD	Urban arterial upgrade of existing roadway to 2 vehicle lanes (1 in each direction) with separated multi-use path.
NE 192ND AVE FROM SE 1ST ST TO NE 18TH ST	Urban upgrade of existing 2-lane street. Improvements include additional travel lanes, sidewalks, mobility lanes, ADA ramps and streetlights to improve system, safety, mobility, and accessibility.
SE 1ST ST FROM SE 177TH AVE TO SE 192ND AVE	Urban arterial upgrade of existing 2-lane rural road to increase safety, mobility, and livability, and meet future subarea needs. Roadway cross section includes roundabouts and transition to a 5-lane section. Improvements include sidewalks, ADA ramps, mobility lanes, stormwater, and streetlights.
FRUIT VALLEY FREIGHT ACCESS AND SAFETY IMPROVEMENTS	This project proposes a new north-south freight corridor that will consist of three travel lanes, mobility lanes, planter strips and ADA accessible sidewalks. The sidewalk along the west side of the roadway is 10 feet wide to accommodate a multi-use path facility.
NE 112TH AVE FROM E MILL PLAIN BLVD TO NE 28TH ST	Corridor improvements to bring NE 112th Ave. up to urban arterial standards, and address safety and accessibility issues for all modes of travel. Originated from 112th Corridor Subarea Plan (2011).
NE 28TH ST FROM 142ND AVE TO NE 162ND AVE	Upgrade of existing 2-lane former rural road to urban 3-lane minor arterial (1 lane each direction plus center turn lane) with sidewalks, mobility lanes, streetlights, signals, school crossings, stormwater and sound walls where required. Project addresses capacity and improves pavement and safety conditions.

Project	Description
NE 49TH ST FROM NE 122ND AVE TO NE 137TH AVE	Upgrade of existing 2-lane street to 3-lane urban minor arterial (1 lane each direction and turn lane) with sidewalks, ADA Ramps, mobility lanes, and streetlights. Project helps improve capacity and safety.
NE 18TH ST FROM NE 164TH AVE TO NE 192ND AVE	Long-planned upgrade of 2-lane principal arterial, originally at rural standards, to increase safety and improve service levels. Improvements include additional travel lanes, mobility lanes, streetlights, sound walls, sidewalk on north side and shared use pathway on south side of street.
NE 18TH ST FROM NE 142ND AVE TO NE 162ND AVE	Long-planned urban upgrade of 2-lane road to principal arterial standards. Originally built at rural standards to improve service and safety. Improvements include 5-lane principal arterial (2 lanes each direction plus turn lane) with mobility lanes, streetlights, sound walls (where required), sidewalk and ADA ramps, and shared use pathway on south side of street.
NE 59TH ST FROM NE 147TH AVE TO NE 162ND AVE	New three lane minor arterial street with sidewalks, ADA ramps, mobility lanes, streetlights and surface water treatment. Project will address circulation needs, improve safety, mobility, accessibility and stormwater management.



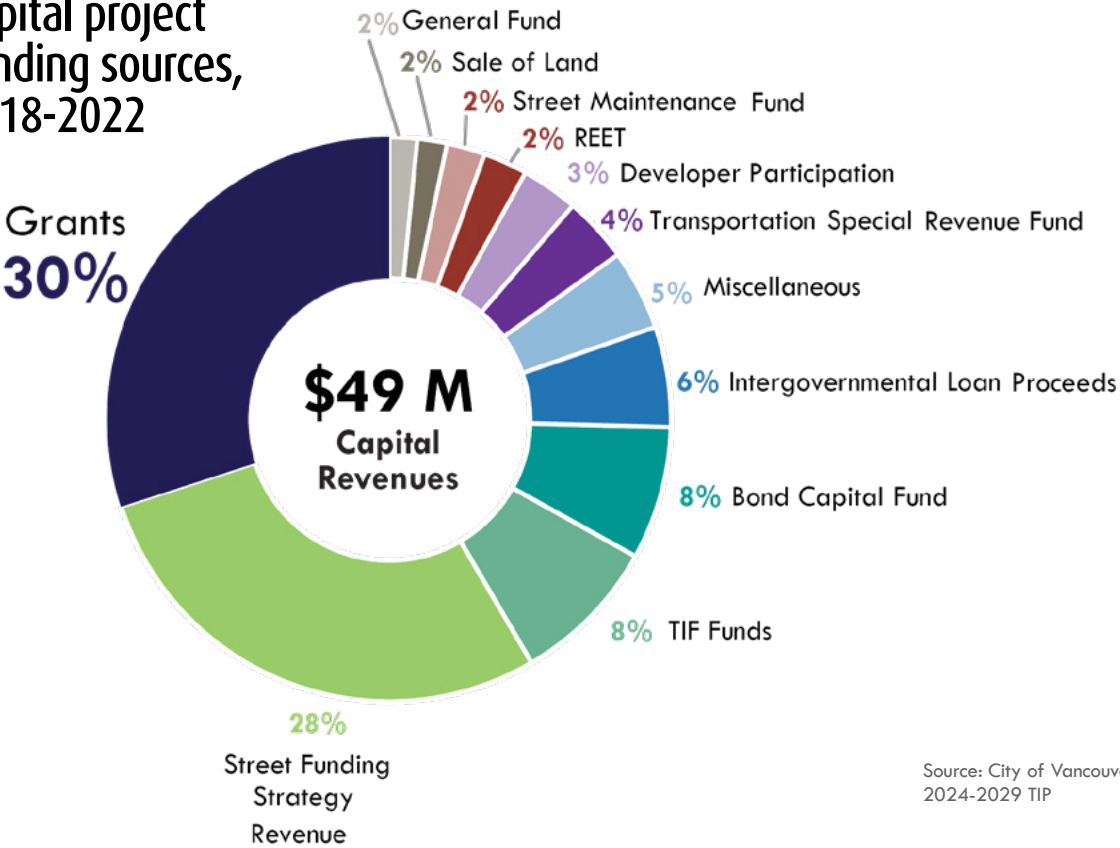
7. Implementation

Implementation of the TSP starts now. More resources are needed to fully realize the policies and programs in this vision, but we can start work today on key community priorities.

Funding: Current Sources

More than half the funding for capital projects comes from grants or the Street Funding Strategy (SFS) (see chart below). The City passed the SFS in 2015 as a package of new funding for transportation. It secured revenues through things like utility taxes and a Business License Surcharge. A main source of SFS funds comes from designating the city as a Transportation Benefit District (TBD) with the ability to collect a \$40 vehicle license fee. SFS makes up more than one-fifth of maintenance revenues and more than one-quarter of capital revenues. This funding source allowed the City to upgrade substandard streets throughout the city. City Council further increased transportation funding in 2023 through a TBD 0.1% sales tax increase and change to the Business License Surcharge. This funding source has allowed the City to make significant progress—and will continue to support upgrades to substandard streets throughout the city.

Capital project funding sources, 2018-2022



Funding: Resource Needs

Implementing the TSP requires funding both for design and construction as well as staff to manage programs.

The capital projects in Chapter 6 will be costly to construct. The projects, phased during the next 20 years, could be implemented through either expanding the TIP or swapping out projects in the TIP that may no longer be a high priority.

Given the intense development in Vancouver, another method for building TSP projects is through development. Development fees through the Transportation Impact Fee program have not been updated since 2014. See additional detail in the near-term priorities section.

Vancouver already receives a large portion of capital project funding through grants, but more funding programs exist that the City could tap into. For example, a transportation utility program could levy fees for transportation purposes

Lastly, more City staff are needed to deliver the TSP. Key programs with staffing needs include:

- Safety Program to deliver on Vision Zero and all associated safety projects
- Complete corridors projects throughout the city
- Active Transportation program creation and community education
- Freight and transit coordination



See **Appendix I: Funding Memo** for additional information around transportation funding and TSP resource needs.



Tracking our Progress

Performance measures monitor progress toward desired outcomes, inform decision-making, keep staff focused on priorities, and provide greater transparency to the public. The table below shows measures that are readily available and can be consistently collected by the City to track progress. Most of these metrics change very little year to year, and a specific numeric benchmark can dilute progress by locking the City into an arbitrary target. Therefore progress shall be measured by direction or whether the metric is going up or down.

Performance Measures

	Goal	Measure	Metric	Target
	Safety	Reduce the number and severity of all crashes	Number of fatal and serious crashes per year	↓
			Percent change in fatal and serious crashes	↓
		Reduce the number and severity of ped/bike crashes	Number of fatal and serious ped/bike crashes per year	↓
			Percent change in fatal and serious ped/bike crashes	↓
	Equity	Complete projects with known safety benefits on high-crash corridors and intersections	Percent of safety projects on high-crash corridors	↑
				↑
		Invest transportation dollars in high Equity Index areas	Percent of paving project annual mileage in high Equity Index areas	↑
			Number of ADA-compliant curb ramps added or retrofitted	↑
	Climate	Make walking/rolling more accessible	Number of accessible pedestrian signals (APS)	↑
			Per capita single occupant motor vehicle miles traveled	↓
		Reduce emissions	GHG emissions from motor vehicles	↓
				↓
	Transportation Choice	Increase the number of people using active transportation	Percent change in walking trips	↑
			Percent change in biking/small mobility trips	↑
		Provide low-stress small mobility facilities	Miles of new small mobility lanes/facilities	↑
			Miles of improved new small mobility lanes/facilities with buffers/protection	↑
		Increase the coverage of pedestrian facilities	Miles of sidewalk infill	↑
				↑
		Increase transit use	Transit ridership	↑
				↑
	Regional Connectivity	Expand the walking and rolling network to connect Pedestrian Corridors and Pedestrian Centers	Number of newly marked or enhanced crossings meeting City's pedestrian crossing policy guidelines along Pedestrian Corridors and in Pedestrian Centers	↑
				↑
		Ensure efficient freight movement	Freight corridor travel times on designated freight corridors	—
				—
	Maintaining Our Assets	Make transit faster and more reliable	Miles of bus lanes or queue jumps	↑
			Number of signals with transit priority	↑
		Keep pavement in good condition	Miles of rehabbed pavement	↑
			Percent of lane miles in good condition	↑
	Maintaining Our Assets	Continue to upgrade existing sidewalks	Miles of sidewalk upgraded from deficient to good	↑
				↑

Near-Term Priorities

The TSP sets out our long-term vision, but we will make immediate progress in the next two years by focusing on our top four initiatives.

COMPLETE CORRIDORS PROGRAM

LEVERAGING DEVELOPMENT

VISION ZERO

SAFE ROUTES TO SCHOOL

Complete Corridors

Vancouver’s street network consists of a set of arterials with neighborhood streets in between. Few streets directly connect across the city. The City’s complete corridors program will tackle a handful of these important streets each year, to transform them into places where people want to walk, roll, or use BSM.

Expanding the corridors program gives the City resources to make changes more quickly. During the past few years, the City implemented three major complete corridor projects:

- Tech Center Drive from SE 172nd to SE 167th Avenues. This project filled a gap in the BSM network with access to a major employment center.
- McLoughlin Boulevard from Reserve Street to Brandt Road. Speed cushions and buffered mobility lanes were installed.
- Columbia Street from 8th to 45th Streets, where buffered mobility lanes were installed.

Current projects reimagine the following corridors:

- Fourth Plain Boulevard
- Fort Vancouver Way
- SE 34th Street
- McGillivray Boulevard

A Safer McLoughlin Boulevard

McLoughlin Boulevard is a major east-west connector. In 2019, the City installed 16 speed cushions, two pedestrian crossings, buffered mobility lanes, and sharrows from Reserve Street to Brandt Road. In 2022, an evaluation of the project showed:

- Bike volumes increased on the west end of the corridor near Hudson’s Bay High School, Clark College, and the Washington State School for the Blind
- Bike Level of Traffic Stress decreased
- Vehicle speeds decreased 2-7 mph
- No negative impacts were reported from C-TRAN, waste collection, schools, or Vancouver Fire and Police.



McLoughlin Boulevard post-project

Leveraging Development

With a shift to a more multimodal TSP comes a shift in how Vancouver will measure the impacts of new development on the transportation system. The City has three existing processes that are triggered through the new development process—concurrency, Transportation Impact Analysis (TIA), and the Traffic Impact Fee (TIF) program. Each of these will be updated as a near-term action of the TSP.

- **Concurrency** requires the availability of sufficient transportation system capacity to support development. Historically, Vancouver and many other Washington cities have measured capacity using auto performance metrics – Vancouver relies on afternoon peak vehicle speed. This auto-centric approach hinders broader improvements to the multimodal system. **A revised concurrency policy will measure conditions and performance of all modes.**
- **Traffic Impact Analysis (TIA) Guidelines** lay out how developments measure their impacts and what types of mitigations they must complete. The measurements are autocentric and assume the worst conditions – meaning the mitigations result in overbuilt roadways for most of the day. **A revised TIA approach will be less auto focused, use metrics for a more typical rather than worst-case condition, and include TDM as part of mitigations.**
- **Traffic Impact Fee Program (TIF)** is a package of regional transportation system improvement projects required to support planned growth consistent with the policies of the Comprehensive Plan. This one-time fee is paid at the time of the development application to offset the developments' proportionate system impacts, such as increased traffic. Recent Washington legislation now allow funds collected through the TIF to be used for multimodal project. **The TIF project list will be updated to add walking/rolling and BSM projects from the TSP. The TIF rate list will be adjusted to better align with peers.**

Vision Zero

Vision Zero is a policy based in a belief that serious injuries and deaths on our streets are preventable. Developed in Sweden in the 1990's, the movement gained momentum in the United States, where 45 cities have Vision Zero policies.¹

Vision Zero policies are rooted in safe system principles. Many factors contribute to crashes, therefore a safe system builds in redundancy to minimize the chance of a crash occurring. At the national level, a safe systems approach has been adopted and tied to many federal grants such as Safe Streets for All. Cities such as New York, Hoboken, and Jersey City are seeing reductions in deaths through Vision Zero initiatives.²

¹ <https://visionzeronet.org/about/what-is-vision-zero/>
² <https://www.bloomberg.com/news/articles/2022-11-25/the-us-cities-where-vision-zero-traffic-safety-fixes-are-working>

See **Appendix L: TIA/TIF/Concurrency Memo** for additional detail on leveraging development.

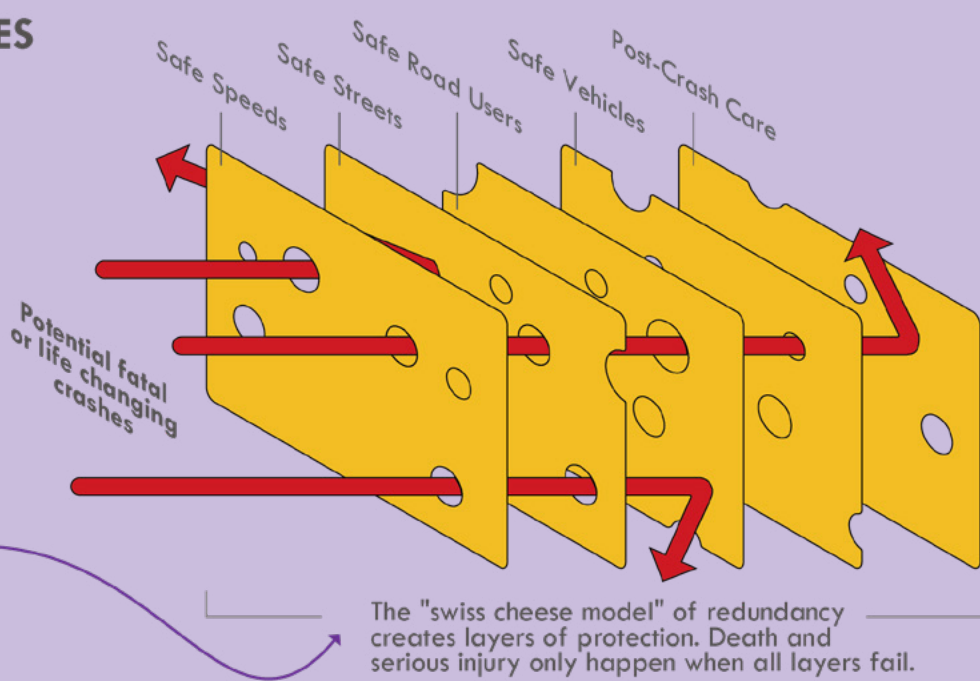
See **Appendix J: Collision Dashboard Tutorial** on how to use the collision tool created as part of the TSP.

See **Appendix K: Local Road Safety Plan** for an analysis of collision trends in Vancouver and possible countermeasures.



SAFE SYSTEM PRINCIPLES

- Death and serious injury is unacceptable
- Design for human mistakes
- Humans are vulnerable
- Responsibility is shared
- Safety is proactive
- Redundancy is essential



Safe Routes to School

Vancouver is home to 80 schools that serve 45,461 students between Vancouver and Evergreen School Districts. Safe Routes to School (SRTS) is a nationally funded program to encourage students and caregivers to walk, roll, and bike to school along safe pathways.

SRTS programs have increased walking, rolling, and bicycling to school by 37 percent.¹ SRTS benefits include:

- Reduced congestion at school drop off and pickup times
- Forms healthy physical habits
- Increases attendance as students can get to school if their parent or caregiving is sick or working

In July 2022, Clark County received a SRTS grant for \$389,000 to continue their work in enabling safety and mobility for vulnerable users.² A City-led SRTS program can further this work locally. It can also be the impetus to have a list of capital projects around schools ready for grant applications when opportunities arise.

¹ <https://www.saferoutespartnership.org/safe-routes-school/101/benefits>
² <https://www.columbian.com/news/2022/jul/23/clark-county-receives-safe-routes-to-school-grant/>



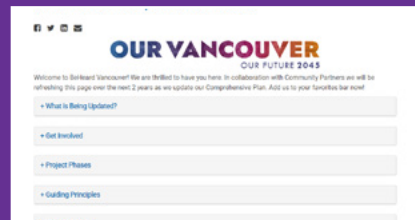
Benefits of Safe Routes to School

8. Moving Forward

Transportation investments in Vancouver historically prioritized the private vehicle at the expense of growth in other modes. Recent projects have gathered momentum around achieving the multimodal vision of the TSP.

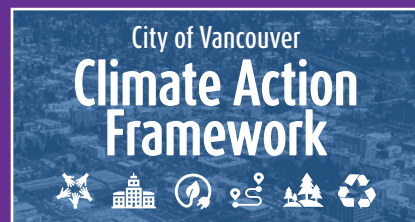
What's Coming Next

The Vancouver TSP is one of several parallel efforts that will come to fruition during the next few years. These initiatives will help advance the policies in the TSP:



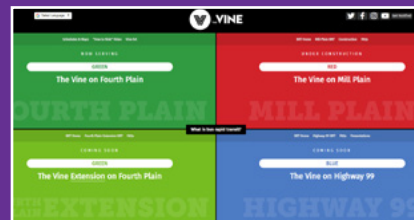
VANCOUVER COMPREHENSIVE PLAN UPDATE

The TSP is the transportation element of the Comprehensive Plan, set to be updated by 2025. The Comprehensive Plan guides land use patterns—a major factor in the ability to walk, roll, bike, or take transit.



CARBON NEUTRALITY BY 2040

Meeting the goals of the Climate Action Framework require changes to how we travel. Implementing the framework requires implementing the policies and programs of the TSP.



VINE BRT EXPANSION

C-TRAN is opening its second BRT line on Mill Plain Boulevard, and plans to open its third line on Main Street/Highway 99 in 2027. C-TRAN will extend the Fourth Plain Vine to 162nd Avenue and south to Columbia Tech Center. This will create a connected ring of Vine corridors across the city.



VANCOUVER STRATEGIC PLAN

The recently updated Strategic Plan lays out the City's direction for the next six years and beyond. One of the Plan's focus areas is to ensure Vancouver has a safe, future-ready, and convenient transportation system that offers affordable and climate-friendly options.



INTERSTATE BRIDGE REPLACEMENT (IBR)

IBR will provide a critical connection between Oregon and Washington. While the locally preferred alternative is set, a wealth of details remain on how the project can be designed to support Vancouver's goals. IBR has the potential to transform Vancouver and how people travel between the waterfront and downtown.

Setting Ourselves Up for the Long-Term

The way people move is changing, which is being solidified by the lasting trends of the COVID-19 pandemic. Innovations in transportation services—like app-enabled ridehailing, shared e-bikes and scooters, and trip planning tools—can add travel options and customer convenience. As people seek new ways to move safely, demand for small personal mobility options will continue to grow. And for some, the best mobility option is not traveling at all. Digital apps for home deliveries and permanent flexibility to work from home made lasting changes to how people travel. And further innovations, like autonomous vehicles, are waiting around the corner.

What Are the Trends?

- **Emerging mobility options** such as shared e-bikes, scooters, and ridehailing services offer an effective alternative for people who don't have access to a car or prefer not to own one. Agreements with these providers are needed to ensure services align with the City's goals and standards.
- **Mobility-as-a-Service** apps enable users to seamlessly plan, book, and pay for trips of any type—be it on transit, ridehailing, micromobility, etc. As multimodal options become more prevalent in Vancouver, seamless integration will be needed between options to plan the most efficient trip.

- **Data** from mobility service providers is being leveraged by cities to improve day-to-day operations and planning of their transportation systems.
- **Electric vehicles** will be ever more common in the years ahead, forcing Vancouver to get ahead of charging infrastructure demands.
- **Autonomous vehicles** are on the horizon and the City's policies must provide a framework for how autonomous vehicles operate in the city in support of the TSP goals.
- **Changing travel patterns** with more people working at home will require Vancouver to focus on all types of trips, not just commute trips. Education and outreach programs and incentives tied to all types of trips will be a critical focus in the years ahead to shift people to bike, walk, roll, transit, and shared rides.

Our new transportation vision needs to consider changes in transportation technology and leverage the right mix of innovations to deliver a safer, more vibrant, and more prosperous city for all.







Staff Report: 224A-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT 192nd Avenue - 2023 Comprehensive Plan and Zoning Map and Text Changes

Key Points

- The proposed 192nd Avenue map change from Urban Low Density/R-6 to Urban High Density/R-22 at SE 192nd Avenue and SE 15th Street, an associated Development Agreement, were originally reviewed concurrently with other fall 2023 map and text changes. The timeline for this proposal was extended following December 4 First Reading Council discussion of transportation issues.
- If R-22 zoning is approved, future site plan application is anticipated for 210-223 apartment units. The applicant withdrew the original proposal for R-30 zoning and has proposed a Development Agreement providing for additional mitigation through building height limitations, enhanced setbacks and buffers on north and west property lines, access limitations for proposed internal road stubs, assurance that at least 5% of housing units will be affordable at 80% of Area Median Income, and compliance with the City Interim Green Building Policy.
- Two ordinance options are presented for consideration with alternative means of addressing transportation issues discussed at the December 4 First Reading.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

Citizen testimony at the December 4 First Reading raised continued concern about incomplete sidewalks on the north side of 15th Street west of the site. There are two stretches of roadway on the north side of 15th to the west of the proposed development totaling approximately 1,100 lineal feet that currently lack sidewalk. Involved properties are six oversized residential lots of 1-3 acres in size each, which would be required to construct sidewalk at the time of redevelopment or land division. The short to mid-term redevelopment potential of these properties is unclear as they contain predominantly 1970's ranch homes, although new HB 1110 requirements to effectively allow 4-6 units on most single-family zoned properties will enhance this potential. Full development of the 192nd Avenue rezone site under proposed R-22 zoning in 2024 would result in approximately \$420,000 in Transportation Impact Fees, but under the current TIF program sidewalk improvements are not eligible for funding. Short to mid-term sidewalk improvement on the north side of 15th would require City right-of-way acquisition and construction, and realization would be contingent on owner willingness to sell.

A secondary citizen concern was raised about ensuring that future non-emergency vehicle and pedestrian access be prohibited on SE 191st Avenue and SE 13th Street as shown at the north and west edges of the rezone site conceptual site plan. Per City transportation policy, non-emergency vehicular access is typically not provided from multi-family development through abutting single-family development. Pedestrian and bike access is however typically not prohibited, and in this case is particularly needed to allow direct access from the rezone site to Hanna Acres Park to the north without needing to use 192nd Avenue.

Two ordinance options are presented for Council consideration:

Ordinance A (Recommendation of Transportation and Planning Staff)

- Does not address 15th Street sidewalk issues in the D.A., but leaves construction of enhanced crosswalk at 15th Street and 189th Avenue to be required as a condition of site plan review. This would provide safe access near the site to the south side of 15th Street containing complete sidewalk, would more likely result in short term improvements, and would forego the need to spend limited public funds on 15th Street sidewalks at the expense of other areas of the City with greater sidewalk need.
- Includes new D.A. language that prohibits non-emergency vehicular access on the 191st Avenue and 13th Street stub roads on the north and west edges of the rezone site, but do not prohibit pedestrian access on 191st Street, and prohibit pedestrian access on 13th Street contingent on it not being required at the time of site plan review.
- Includes other previously established D.A. provisions as described herein.

Ordinance B

- Includes D.A. language requiring the City to acquire right-of-way and complete sidewalk improvements, unless the TIF program is changed to make sidewalk improvements creditable. Enhanced crossing improvements at 189th Avenue will likely also be required during site plan review.
- Same provisions as Ordinance A for stub road access and other D.A. provisions.

Links

October 24, 2023 Planning Commission public hearing staff report
192nd Avenue rezone traffic analysis

Advantage(s)

- Under either Ordinance A and B, the rezone would facilitate needed market rate and affordable housing at a location with appropriate commercial and public services, and a range of mitigation measures ensured through an associated Development Agreement.
- Ordinances A and B both provide for safety improvements on 15th Avenue, and access limitations on stub road within the rezone site.

Disadvantage(s)

- Ordinance A would limit sidewalk improvement provisions to an enhanced crossing at 189th Avenue to access the complete sidewalk on the south side of 15th Street.
- Ordinance B would require expenditure of public sidewalk funds on the north side of SE 15th Street, with completion of the improvement still contingent on owner willingness to sell.

Budget Impact

No significant impacts for Ordinance A. Ordinance B would require an estimated \$1.65 million for right-of-way acquisition and sidewalk construction for approximately 1100 lineal feet along SE 15th Street.

Prior Council Review

December 4, 2023 - Consent Agenda

Action Requested

On December 18, 2023, approve either Ordinance A or Ordinance B, setting date of second reading and public hearing for January 8, 2024.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▢ Presentation
- ▢ Ordinance A
- ▢ Ordinance B



192nd Avenue Comprehensive Plan and Zoning Map Amendment and associated Development Agreement

Vancouver City Council First Reading December 18, 2023



Bryan Snodgrass, Principal Planner, Community Development Department

Ryan Lopossa, Transportation Division Manager, Public Works

192nd Avenue Map Change - UL/R-6 to UH/R-22 at SE 192nd Avenue/15th Street, and associated D.A.

PC unanimously recommended approval on October 24



192nd Avenue Map Change – Conceptual Site Plan, 210-223 units

Specific D.A. references to 2-3 story buildings; 35 foot north and west setbacks, with 20 foot mature tree buffer; 5% units affordable at 80% AMI; access limitations on stub roads; compliance with Interim Green Building Policy



192nd Avenue Map Change

Ordinance A (Recommendation of Transportation and Planning Staff)

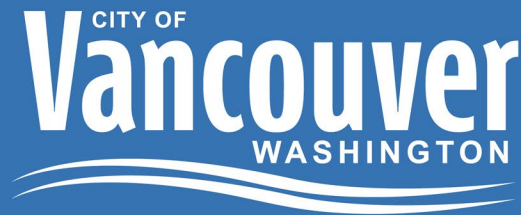
- Require enhanced crosswalk at 15th Street and 189th Avenue during site plan review
- Include new D.A. language that's prohibits non-emergency vehicular access on the 191st Avenue and 13th Street stub roads on the north and west edges of the rezone site, but provides pedestrian access on 191st Street, and prohibits pedestrian access on 13th Street, unless determined otherwise at the time of site plan review
- Include other previously established D.A. provisions as described herein

Ordinance B

- Include D.A. language requiring the City to acquire right-of-way and complete sidewalk improvements, unless the TIF program is changed to make sidewalk improvements creditable
- Same provisions as Ordinance A for stub road access and other D.A. provisions

Thank You

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



ATTACHMENT A: ORDINANCE A FOR 192nd AVENUE MAP DESIGNATION CHANGE

12/18/23

01/08/24

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 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way, all located at the northwest corner of SE 192nd Avenue and SE 15th Street; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely 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 Urban Low Density Residential and R-6 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 and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 7-0 to recommend approval of the map designation change and associated Development Agreement; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6 and November 20, 2023, and duly advertised First Readings on December 4 and December 18, 2023 and public hearing on January 8, 2024, following which the Council wishes to adopt the Planning Commission recommendation for approval, with minor modification to the Development Agreement; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other

ORDINANCE - 1

54595-81718 4872-5799-6693.1

Comprehensive Plan change applications under consideration in 2023; 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, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), 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 24, 2023, public hearing, and subsequent deliberation by the Planning Commission and City Council, 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 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, from Urban Low Density Residential 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 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, from R-6 to R-22.

Section 3 Development Agreement. The City Manager is hereby authorized to enter into a

Development Agreement substantially in the form attached hereto as Exhibit A and such executed Development Agreement will be timely recorded with the Clark County, Washington Assessor on the properties that are the subject of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or 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 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

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The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A Development Agreement

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Attn: James D. Howsley
PACWEST, 27th Floor
1211 SW Fifth Avenue
Portland, OR 97204

This space provided for recorder's use.

INSTRUMENT TITLE:	DEVELOPMENT AGREEMENT
GRANTOR:	Vance Development LLC, a Washington limited liability company; Larry Nielsen, Rochelle Nielsen, and Brenda Holbrook, individuals; Jens C. Nielsen Irrevocable Trust
GRANTEE:	City of Vancouver, a Washington municipal corporation
PROPERTY ADDRESS:	Northwest corner of SE 192 nd Ave. and SE 15 th St. in Vancouver, WA 98683
FULL LEGAL DESC:	See EXHIBIT A to This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:	177224000, 177224005, 177224010, 177240000, 177242000, 177238000, 177239000
REFERENCE NUMBER OF RELATED DOCUMENTS:	N/A

DEVELOPMENT AGREEMENT

Effective Date: _____, 2023

PARTIES

Larry Nielsen, Rochelle Nielsen, and Brenda Holbrook, Jens C. Nielsen Irrevocable Trust and Vance Development LLC (collectively “Grantor”) hold interest in APNs 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way (collectively the “Property”), located at the northwest corner of SE 192nd Ave. and SE 15th St. in Vancouver, WA 98683. The legal description for the Property is attached as **EXHIBIT A**. Vancouver is a Washington municipal corporation (the “City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Grantor and City are individually referred to as Party and collectively referred to as the Parties. The Parties wish to enter into a development agreement (the “Agreement”) as described in detail below.

RECITALS

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development

regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

WHEREAS, Grantor plans to submit the necessary land use and building permit applications in order to build approximately 210-223 residential dwelling units (the “Project”) on the Property, a preliminary draft proposed site plan for which is attached as **EXHIBIT B, which future development will generally conform to;**

WHEREAS, pursuant to Chapter 20.250 Vancouver Municipal Code (VMC), City wishes to facilitate the Project pending applicable land use and building permit approvals;

WHEREAS, the Parties have agreed to a number of items in order to facilitate the Project;

WHEREAS, City agrees to support a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential;

WHEREAS, City agrees to support a zone change on the Property from R-6 to R-22;

WHEREAS, City and Grantor agree to establish the green building standards for the Project;

WHEREAS, Grantor agrees to limit access to the Project site;

WHEREAS, Grantor agrees to site the Project with setbacks beyond those required;

WHEREAS, Grantor agrees to include enhanced landscaping ; and

WHEREAS, Grantor agrees to include affordable housing in the Project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210 and Chapter 20.250 VMC. It will become a contract between the Parties pursuant to the Effective Date clause below.

Section 2. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect twenty (20) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Enhanced Project Setbacks. Grantor agrees, regardless of the applicable criterion, that the Project will include enhanced setbacks from adjacent property lines. All 1- and 2-story buildings will be set back at least 35-feet from the northern and western edges of the Property. All 3-story buildings will be set back at least 120-feet from the western and northern edges of the Property. No building in the Project will be greater than 3 stories. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along

the western edge of the Property, the Project shall include no enhanced setbacks along the western edge of the Property adjacent to the right-of-way.

Section 4. Enhanced Landscape Buffer. Grantor agrees, that regardless of the applicable criterion, the Project will include a landscape buffer at least 20-feet in width along the western and northern edges of the Property, except for southern part of the western edge of the Property (west and southwest of the existing home) where a stormwater facility is planned, as shown in Exhibit B. As part of this landscape buffer, the Project will include, maintain, and enhance as many of the Property's existing mature trees as reasonably practicable. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along the western edge of the Property, the Project shall include no enhanced landscape buffer along the western edge of the Property adjacent to the right-of-way.

Section 5. Affordable Housing. Grantor agrees to include affordable dwelling units in the Project. Specifically, 5% of the total number of dwelling units in the Project will be covenanted affordable housing available to those households earning no more than 80% of area medium income for a period of at least twenty-five (25) years. Prior to the issuance of the first building permit, Grantor shall execute and record against the property an affordable housing covenant to the City that has been approved by the City. This covenant shall ensure affordability throughout the affordability period, provide for annual monitoring by the City (with an annual monitoring fee paid to the City), and provide adequate legal and equitable remedies to the City in the event of non-compliance and/or breach of the covenant.

Section 6. Green Building.

Grantor agrees that new buildings in the project will undertake the below pursuant to the City of Vancouver Interim Green Building Policy:

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system

- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light colored paving surfaces shall be utilized in open spaces

Section 7. SITE ACCESS

Except as the City requires, Grantor agrees to design the Project in a manner such that there will be no vehicular access between the Project and SE 191st Ave and no pedestrian or vehicular access between the Project and SE 13th St.

MISCELLANEOUS PROVISIONS

Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon the later of 1) recording, which shall occur within thirty (30) days of Vancouver City Council approval by resolution, or 2) the City's adoption of a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential, a zone change on the Property from R-6 to R-22.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the City.

Public Hearing. The Vancouver City Council has approved execution of this Agreement by resolution after a public hearing.

Specific Performance. The Parties specifically agree that monetary damages are not an adequate remedy for breach of this Agreement. Therefore, the Parties are entitled to seek specific performance of all material terms of this Agreement, including but not limited to the development standards established in the Enhanced Project Setbacks, Enhanced Landscape Buffer, Affordable Housing, and Green Building sections of this Agreement, by any Party in breach.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Enforcement. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Vesting. The specific development standards set forth in this Agreement govern the Property for the Term of the Agreement as of the Effective Date, pursuant to VMC 20.250.040.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded with the Assessor's Office in Clark County, Washington.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	Vancouver City Council Councilors Attn.: Eric Holmes, City Manager 415 West 6th Street, 2 nd Fl. Vancouver, WA 98660
Grantor	Larry Nielsen, Rochelle Nielsen, Brenda Holbrook, and Jens C. Nielsen Irrevocable Trust 19004 SE 15 th St. Vancouver, WA 98683
Grantor	Vance Development Attn.: Gary Vance 2005 SE 192 nd Ave., Ste. 200 Camas, WA 98607
With a copy to:	Jordan Ramis, PC Attn.: James D. Howsley PACWEST, 27 th Fl. 1211 SW Fifth Ave. Portland, OR 97204

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only

that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

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Signatures appear on the following pages.

LARRY NIELSEN

Date

ROCHELLE NIELSEN

Date

BRENDA HOLBROOK

Date

JENS C. NIELSEN IRREVOCABLE TRUST

By: _____
Its: _____

Date

VANCE DEVELOPMENT, LLC

By: _____
Its: _____

Date

CITY OF VANCOUVER

By: _____
Its: _____

Date

Approved as to Form:

Attest:

By: _____
Its: _____

By: _____
Its: _____

NOTARY ACKNOWLEDGEMENTS

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature
My Commission Expires: _____

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) ss.
County of)

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EXHIBIT INDEX

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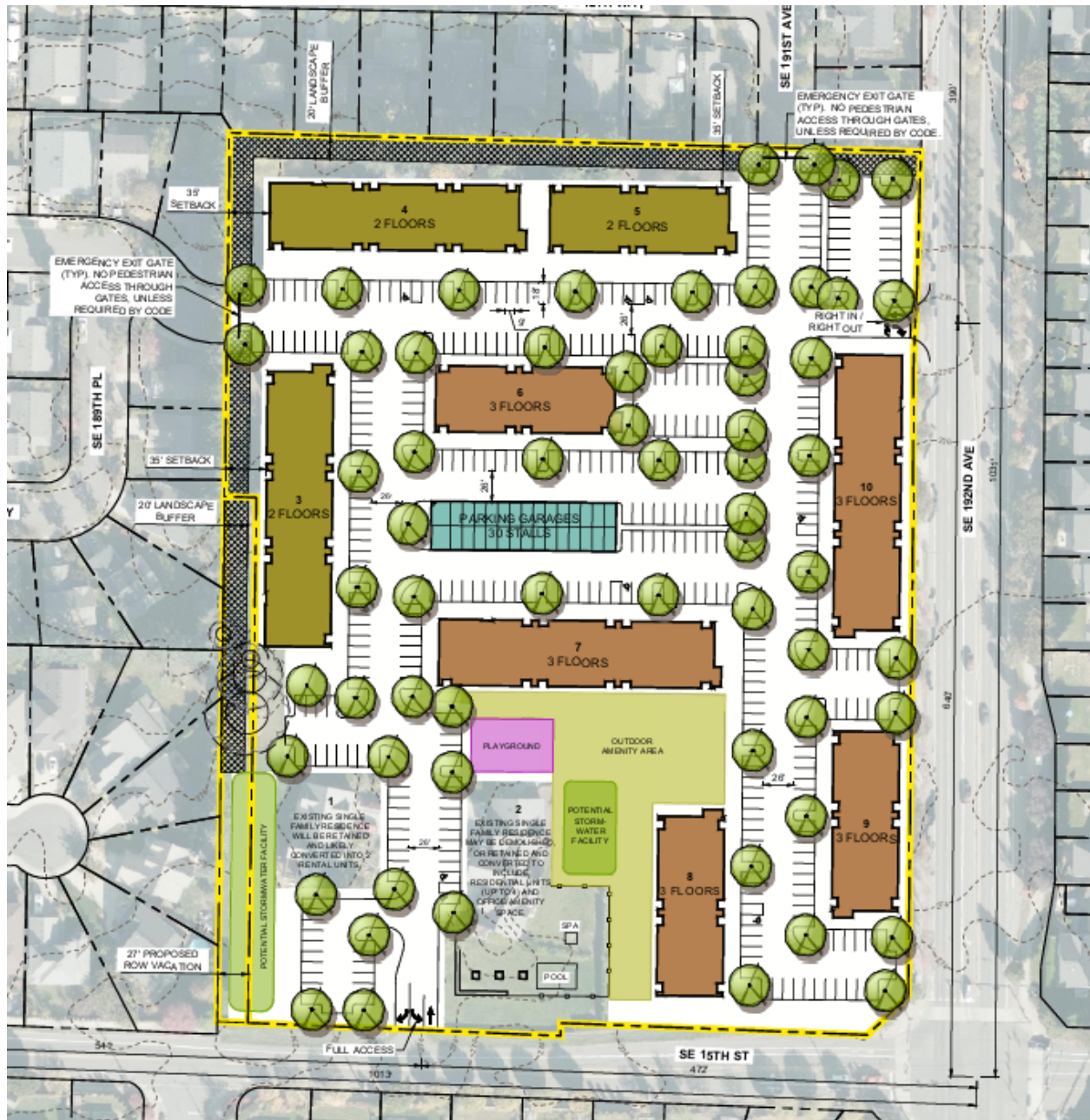
EXHIBIT A – Legal Description and Site Map

EXHIBIT B – Proposed Development Map

Legal Description and Site Map

EXHIBIT B

Draft Proposed Site Plan



ATTACHMENT B: ORDINANCE B FOR 192nd AVENUE MAP DESIGNATION CHANGE

12/18/23

01/08/24

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ORDINANCE - 1

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Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

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FULL LEGAL DESC:	See EXHIBIT A to This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:	177224000, 177224005, 177224010, 177240000, 177242000, 177238000, 177239000
REFERENCE NUMBER OF RELATED DOCUMENTS:	N/A

DEVELOPMENT AGREEMENT

Effective Date: _____, 2023

PARTIES

Larry Nielsen, Rochelle Nielsen, and Brenda Holbrook, Jens C. Nielsen Irrevocable Trust and Vance Development LLC (collectively “Grantor”) hold interest in APNs 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way (collectively the “Property”), located at the northwest corner of SE 192nd Ave. and SE 15th St. in Vancouver, WA 98683. The legal description for the Property is attached as **EXHIBIT A**. Vancouver is a Washington municipal corporation (the “City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Grantor and City are individually referred to as Party and collectively referred to as the Parties. The Parties wish to enter into a development agreement (the “Agreement”) as described in detail below.

RECITALS

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development

regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

WHEREAS, Grantor plans to submit the necessary land use and building permit applications in order to build approximately 210-223 residential dwelling units (the “Project”) on the Property, a preliminary draft proposed site plan for which is attached as **EXHIBIT B, which future development will generally conform to;**

WHEREAS, pursuant to Chapter 20.250 Vancouver Municipal Code (VMC), City wishes to facilitate the Project pending applicable land use and building permit approvals;

WHEREAS, the Parties have agreed to a number of items in order to facilitate the Project;

WHEREAS, City agrees to support a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential;

WHEREAS, City agrees to support a zone change on the Property from R-6 to R-22;

WHEREAS, City and Grantor agree to establish the green building standards for the Project;

WHEREAS, Grantor agrees to limit access to the Project site;

WHEREAS, City and Grantor desire to complete sidewalk infrastructure along SE 15th St to advance pedestrian safety,

WHEREAS, Grantor agrees to site the Project with setbacks beyond those required;

WHEREAS, Grantor agrees to include enhanced landscaping ; and

WHEREAS, Grantor agrees to include affordable housing in the Project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210 and Chapter 20.250 VMC. It will become a contract between the Parties pursuant to the Effective Date clause below.

Section 2. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect twenty (20) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Enhanced Project Setbacks. Grantor agrees, regardless of the applicable criterion, that the Project will include enhanced setbacks from adjacent property lines. All 1- and 2-story buildings will be set back at least 35-feet from the northern and western edges of the

Property. All 3-story buildings will be set back at least 120-feet from the western and northern edges of the Property. No building in the Project will be greater than 3 stories. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along the western edge of the Property, the Project shall include no enhanced setbacks along the western edge of the Property adjacent to the right-of-way.

Section 4. Enhanced Landscape Buffer. Grantor agrees, that regardless of the applicable criterion, the Project will include a landscape buffer at least 20-feet in width along the western and northern edges of the Property, except for southern part of the western edge of the Property (west and southwest of the existing home) where a stormwater facility is planned, as shown in Exhibit B. As part of this landscape buffer, the Project will include, maintain, and enhance as many of the Property's existing mature trees as reasonably practicable. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along the western edge of the Property, the Project shall include no enhanced landscape buffer along the western edge of the Property adjacent to the right-of-way.

Section 5. Affordable Housing. Grantor agrees to include affordable dwelling units in the Project. Specifically, 5% of the total number of dwelling units in the Project will be covenanted affordable housing available to those households earning no more than 80% of area medium income for a period of at least twenty-five (25) years. Prior to the issuance of the first building permit, Grantor shall execute and record against the property an affordable housing covenant to the City that has been approved by the City. This covenant shall ensure affordability throughout the affordability period, provide for annual monitoring by the City (with an annual monitoring fee paid to the City), and provide adequate legal and equitable remedies to the City in the event of non-compliance and/or breach of the covenant.

Section 6. Green Building.

Grantor agrees that new buildings in the project will undertake the below pursuant to the City of Vancouver Interim Green Building Policy:

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light colored paving surfaces shall be utilized in open spaces

Section 7. Offsite Sidewalk Improvements

Approximately 1,100 lineal feet of sidewalk on the north side of SE 15th St between SE 182nd Ave and SE 188th Ave are missing (the “Missing Sidewalk”) from the City’s sidewalk network. Grantor and City will use their best efforts to design and build the Missing Sidewalk prior to completion of the Project. In order to accomplish this, City shall defer collection of all Transportation Impact Fees (“TIFs”) for the Project until immediately prior to the issuance of the Project certificate of occupancy. If, prior to the payment of Project TIFs, the City designates the design, permitting, and construction costs associated with the Missing Sidewalk as TIF creditable, then Grantor shall conduct this design, permitting, and construction work in return for TIF credits, up to and not exceeding the amount of total Project TIFs. Grantor shall only conduct such work until immediately prior to the issuance of the Project certificate of occupancy. If, at that time, Grantor has only partially completed the Missing Sidewalk, then the City shall grant TIF credits for the value of the partially complete work. In no instance shall the City’s analysis of the Missing Sidewalk or effectuation of the steps necessary to make the Missing Sidewalk TIF creditable delay, in any way, the development of the Project. If the City delays the Project in any way due their work to the Missing Sidewalk, Grantor, at their sole discretion, may choose to pay the Project TIFs and abandon all work related to the Missing Sidewalk. City shall be solely

responsible for identifying and acquiring any right-of-way from third parties that may be necessary for the Missing Sidewalk and Grantor shall not participate in this process in any way.

SECTION 8. SITE ACCESS

Except as the City requires, Grantor agrees to design the Project in a manner such that there will be no vehicular access between the Project and SE 191st Ave and no pedestrian or vehicular access between the Project and SE 13th St.

MISCELLANEOUS PROVISIONS

Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon the later of 1) recording, which shall occur within thirty (30) days of Vancouver City Council approval by resolution, or 2) the City's adoption of a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential, a zone change on the Property from R-6 to R-22.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the City.

Public Hearing. The Vancouver City Council has approved execution of this Agreement by resolution after a public hearing.

Specific Performance. The Parties specifically agree that monetary damages are not an adequate remedy for breach of this Agreement. Therefore, the Parties are entitled to seek specific performance of all material terms of this Agreement, including but not limited to the development standards established in the Enhanced Project Setbacks, Enhanced Landscape Buffer, Affordable Housing, and Green Building sections of this Agreement, by any Party in breach.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert

fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Enforcement. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Vesting. The specific development standards set forth in this Agreement govern the Property for the Term of the Agreement as of the Effective Date, pursuant to VMC 20.250.040.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded with the Assessor's Office in Clark County, Washington.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	Vancouver City Council Councilors Attn.: Eric Holmes, City Manager 415 West 6th Street, 2 nd Fl. Vancouver, WA 98660
Grantor	Larry Nielsen, Rochelle Nielsen, Brenda Holbrook, and Jens C. Nielsen Irrevocable Trust 19004 SE 15 th St. Vancouver, WA 98683
Grantor	Vance Development Attn.: Gary Vance 2005 SE 192 nd Ave., Ste. 200 Camas, WA 98607
With a copy to:	Jordan Ramis, PC Attn.: James D. Howsley PACWEST, 27 th Fl. 1211 SW Fifth Ave. Portland, OR 97204

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

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Signatures appear on the following pages.

LARRY NIELSEN

Date

ROCHELLE NIELSEN

Date

BRENDA HOLBROOK

Date

JENS C. NIELSEN IRREVOCABLE TRUST

By: _____
Its: _____

Date

VANCE DEVELOPMENT, LLC

By: _____
Its: _____

Date

CITY OF VANCOUVER

By: _____
Its: _____

Date

Approved as to Form:

Attest:

By: _____
Its: _____

By: _____
Its: _____

NOTARY ACKNOWLEDGEMENTS

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature
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 they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature
My Commission Expires: _____

State of Washington)

) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature

My Commission Expires: _____

State of Washington)

) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature

My Commission Expires: _____

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature
My Commission Expires: _____

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

(Seal or stamp)

Signature
My Commission Expires: _____

EXHIBIT INDEX

EXHIBIT INDEX

EXHIBIT A – Legal Description and Site Map

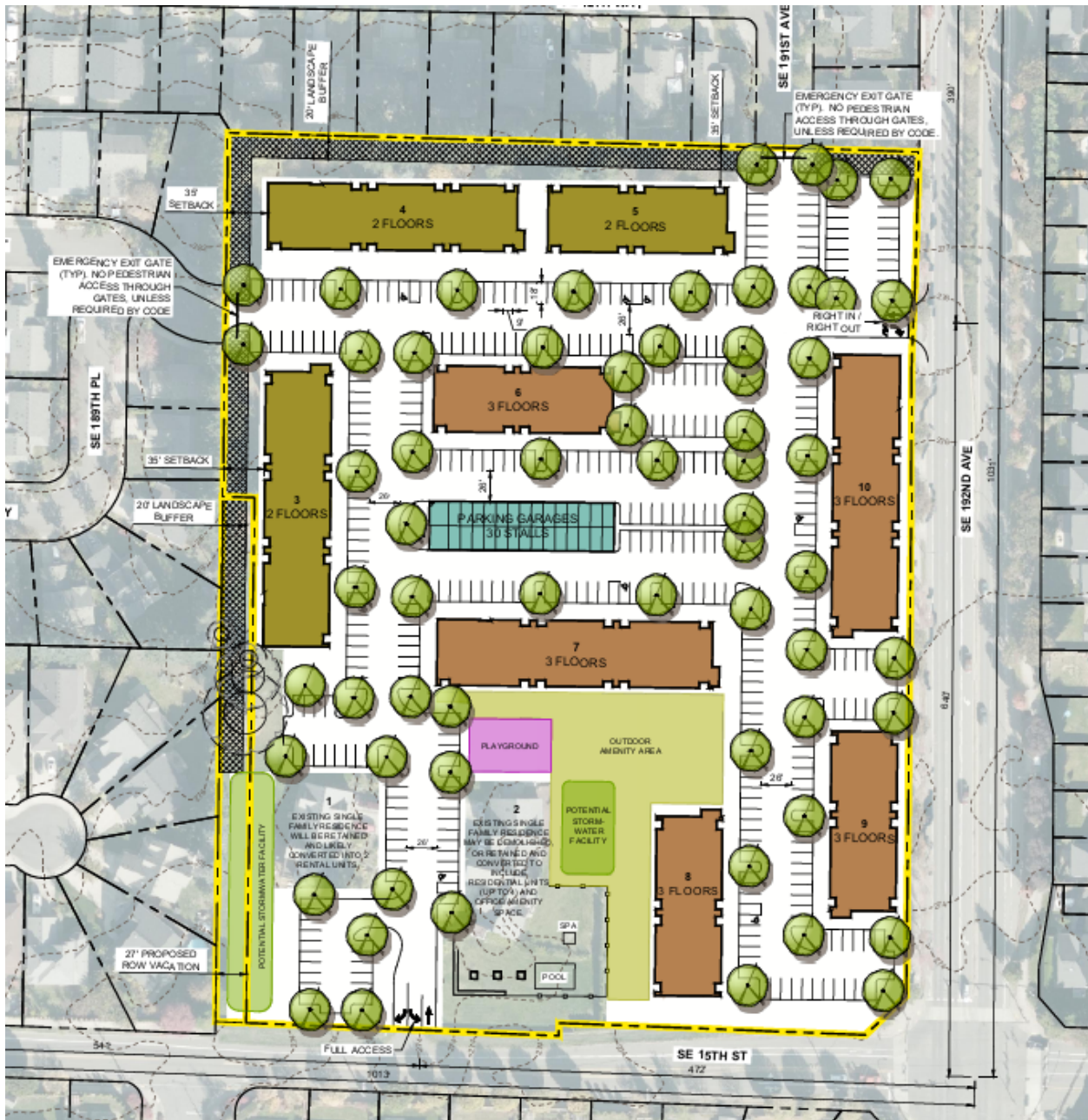
EXHIBIT B – Proposed Development Map

Legal Description and Site Map

[illegible]

EXHIBIT B

Draft Proposed Site Plan





Staff Report: 240-23

TO: Mayor and City Council

FROM: Jonathan Young, City Attorney

DATE: 12/18/2023

SUBJECT Addendum to City Manager Employment Agreement

Key Points

- The employment agreement between the City and the City Manager calls for an annual performance evaluation and compensation adjustment.
- Council initiated the evaluation process in October 2023, and completed the City Manager's evaluation on December 11, 2023. Based on the evaluation, a compensation adjustment of 8.5% is being proposed.

Strategic Plan Alignment

Not Applicable

Present Situation

Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council initiated the Manager Evaluation. Based on the evaluation, a compensation adjustment of 8.5% is reflected in the addendum.

Advantage(s)

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

Disadvantage(s)

The cost of the adjustment is \$26,968.08 per year.

Budget Impact

There is sufficient capacity to cover the cost of the adjustment in the context of the current approved budget, which is approximately \$2.03 billion for the 2023-2024 fiscal biennium.

Prior Council Review

City Council held executive sessions regarding the City's Manager's performance on October 23, 2023, and December 11, 2023.

Action Requested

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

Jonathan Young, City Attorney, 360-487-8511

ATTACHMENTS:

- ▢ Addendum - City Manager Employment Agreement

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Eric Holmes, City Manager, dated November 1, 2010, as last amended by Addendum dated December 19, 2022. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

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

WHEREAS, the 2023 performance evaluation was initiated on October 23, 2023 and completed on December 11, 2023; and

WHEREAS, based on the Manager's excellent performance during his previous year of employment, Council has authorized certain changes in compensation and benefits reflected herein, effective June 1, 2023; and

WHEREAS, such changes were approved by the City Council in open public meeting on December 18, 2023.

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

1. Section 3(A) is hereby further amended to provide that the City Manager's base salary shall increase from \$317,271.48 to \$344,239.56 which reflects an 8.5% increase.
2. Section 4 is hereby further amended to provide that the base salary by which to compute the amount of deferred compensation to be paid annually shall increase from \$317,271.48 to \$344,239.56.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated November 1, 2010, or as subsequently amended.
4. This Addendum shall be effective as of June 1, 2023.

DATED this _____ day of December, 2023.

CITY OF VANCOUVER, a municipal corporation

ERIC HOLMES, City Manager

By: _____
Anne McEnery-Ogle, Mayor

By: _____
Eric Holmes

APPROVED AS TO FORM:

ATTEST:

Jonathan Young, City Attorney

Natasha Ramras, City Clerk



Item #13.

TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

DATE: 12/18/2023

SUBJECT Appointments to the Downtown Redevelopment Authority Board

Strategic Plan Alignment

The Downtown Redevelopment Authority (DRA) is a public corporation chartered by the city that owns the Vancouver Hilton Hotel and Convention Center and is responsible for overseeing its operations, finances and promotion.

Council Subcommittee 1 recently conducted interviews for 3 positions on the DRA and recommends the reappointment of Marc Fazio to a term beginning Jan. 1, 2024, and expiring Dec. 31, 2027; and the appointment of Dyann Bernatz to a term beginning Jan. 1, 2024, and expiring Dec. 31, 2027, and Tom Donovan to a term beginning immediately and expiring Dec. 31, 2024.

If there are no objections, appointments will be presented for Council action at the Monday, December 18, 2023, City Council meeting.

Action Requested

Appoint to the Downtown Redevelopment Authority Board of Directors Marc Fazio and Dyann Bernatz to terms beginning Jan. 1, 2024, and expiring Dec. 31, 2027, and Tom Donovan to a term beginning immediately and expiring Dec. 31, 2024.

Council Committee 1

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 7,472,195.29 this 18th day of December 2023.

DocuSigned by:
Anne McNerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.12.12 10:14:50 -08'00'
AUDITING OFFICER

DocuSigned by:
Ty Stbb
COUNCILMEMBER

DocuSigned by:
M W
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 04, 2023 - December 10, 2023	Accounts Payable Checks (see attached)	\$ 2,991,635.00
December 04, 2023 - December 10, 2023	Hansen City Payments (see attached)	\$ 2,379.80
December 04, 2023 - December 10, 2023	Visa Refunds (see attached)	\$ 1,021.00
December 04, 2023 - December 10, 2023	Payroll Checks (see attached)	\$ 4,477,159.49
TOTAL		\$ 7,472,195.29

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Ad Hoc Payment	Check	15396	12/6/2023	196.26	Ainardi,Jason	Utility Refunds: 0000001853-03	
Ad Hoc Payment	Check	15397	12/6/2023	8.74	Ainardi,Jason or Sue	Utility Refunds: 0000001853-03	
Ad Hoc Payment	Check	15398	12/6/2023	335.97	Anglin,Jerry	Utility Refunds: 0088027000-06	
Ad Hoc Payment	Check	15399	12/6/2023	70.25	Beauchamp,Stephen R or Christine A	Utility Refunds: 0140004241-01	
Ad Hoc Payment	Check	15400	12/6/2023	67.91	Beverly D Wood or Donald A Neal Jr	Utility Refunds: 0072011100-21	
Ad Hoc Payment	Check	15401	12/6/2023	177.00	BGRS Relocation Inc	Utility Refunds: 0500003522-02	
Ad Hoc Payment	Check	15402	12/6/2023	252.00	Bielas,Joe or Susan	Utility Refunds: 0050020000-01 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15403	12/6/2023	221.54	Blau,Ryan N or Bethany	Utility Refunds: 0159017700-02	
Ad Hoc Payment	Check	15404	12/6/2023	383.49	Carla Ree or Roger Jones	Utility Refunds: 0125000800-02	
Ad Hoc Payment	Check	15405	12/6/2023	113.44	Cheyenne Barkmeyer or David Rigley Jr	Utility Refunds: 0045005136-03	
Ad Hoc Payment	Check	15406	12/6/2023	19.28	Dale or Julie Johnson	Utility Refunds: 0015005025-02	
Ad Hoc Payment	Check	15407	12/6/2023	156.00	Donald or Michelle Westlund	Utility Refunds: 0087039100-08	
Ad Hoc Payment	Check	15408	12/6/2023	47.31	Eileen M Hafier or Jeanine A Haug or, Lynn S Lehman or Roger S Lehman	Utility Refunds: 0042007215-00	
Ad Hoc Payment	Check	15409	12/6/2023	163.30	Fidelity Brokerage Services LLC	Utility Refunds: 0500001276-01	
Ad Hoc Payment	Check	15410	12/6/2023	118.11	Garcia Solis,Juan	Utility Refunds: 0000001089-03	
Ad Hoc Payment	Check	15411	12/6/2023	625.61	Hoffman,Amy	Utility Refunds: 0106015982-05	
Ad Hoc Payment	Check	15412	12/6/2023	219.48	Jacqueline Sparks or Arlene Buonamassa	Utility Refunds: 0099055000-04	
Ad Hoc Payment	Check	15413	12/6/2023	62.04	Kelley or Joseph Mcfate	Utility Refunds: 0067016500-08	
Ad Hoc Payment	Check	15414	12/6/2023	272.76	Laver,Melena or Ross	Utility Refunds: 0140004512-03	
Ad Hoc Payment	Check	15415	12/6/2023	133.76	McGrew,Madeleine or Ben	Utility Refunds: 0130001016-02	
Ad Hoc Payment	Check	15416	12/6/2023	476.38	Michael Binh Q Do	Utility Refunds: 0500003492-03	
Ad Hoc Payment	Check	15417	12/6/2023	40.90	Nylund Inc	Utility Refunds: 0051093400-05	
Ad Hoc Payment	Check	15418	12/6/2023	107.64	Ottman,Pamela or Thomas Paul	Utility Refunds: 0045654026-03	
Ad Hoc Payment	Check	15419	12/6/2023	40.43	Peres,Tony	Utility Refunds: 0062059900-02	
Ad Hoc Payment	Check	15420	12/6/2023	44.95	Peres,Tony or Juanita	Utility Refunds: 0062059900-02	
Ad Hoc Payment	Check	15421	12/6/2023	0.30	Petersen,James	Utility Refunds: 0500003522-02	
Ad Hoc Payment	Check	15422	12/6/2023	27.55	Quirk,Kelly	Utility Refunds: 0010068700-04	
Ad Hoc Payment	Check	15423	12/6/2023	83.81	Romig,Linda or Mark	Utility Refunds: 0000005667-02	
Ad Hoc Payment	Check	15424	12/6/2023	777.00	Royal or Nyla Cummins	Utility Refunds: 0075001490-03	
Ad Hoc Payment	Check	15425	12/6/2023	46.03	Russell,Carol	Utility Refunds: 0045029700-00	
Ad Hoc Payment	Check	15426	12/6/2023	127.01	Sass,Gerald	Utility Refunds: 0101000145-04	
Ad Hoc Payment	Check	15427	12/6/2023	122.83	Scott,Lindsey	Utility Refunds: 0077000140-08	
Ad Hoc Payment	Check	15428	12/6/2023	42.76	Seifert,Theodore or Sharon	Utility Refunds: 0151000310-06	
Ad Hoc Payment	Check	15429	12/6/2023	146.46	Sparks,Jacqueline	Utility Refunds: 0099055000-04	
Ad Hoc Payment	Check	15430	12/6/2023	180.77	Stauffer,Chitpavan or Donald	Utility Refunds: 0004009300-14 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15431	12/6/2023	78.23	Stauffer,Donald	Utility Refunds: 0004009300-14	
Ad Hoc Payment	Check	15432	12/6/2023	64.78	Stayner,Chris	Utility Refunds: 0138002526-03	
Ad Hoc Payment	Check	15433	12/6/2023	72.84	Tenzin,Lobsang	Utility Refunds: 0137005968-03	
Ad Hoc Payment	Check	15434	12/6/2023	1,447.19	Thomas,Moli	Utility Refunds: 0028025600-11 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15435	12/6/2023	90.88	Thomas James Broska or Deborah Jean Broska,Revocable Living Trust	Utility Refunds: 0012028500-00	
Ad Hoc Payment	Check	15436	12/6/2023	419.93	Timothy or Melissa Della Vecchia	Utility Refunds: 0000004229-03	
Ad Hoc Payment	Check	15437	12/6/2023	305.92	Vazquez Palacios,Maria	Utility Refunds: 0113007014-03	
Ad Hoc Payment	Check	15438	12/6/2023	61.26	Wade,Roberta	Utility Refunds: 0010004400-22	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Ad Hoc Payment	Check	15439	12/6/2023	20.13	Waterton,John or Linda	Utility Refunds: 0094023300-02	
Ad Hoc Payment	Check	15440	12/6/2023	49.24	Westlund,Michelle	Utility Refunds: 0087039100-08 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15441	12/6/2023	88.93	Young,Katie S	Utility Refunds: 0079078954-02	
Ad Hoc Payment	Check	15442	12/6/2023	104.00	Zeller,Thomas	Utility Refunds: 0115025024-03 Consolidated refund created from multiple refunds	
Customer Refund	Check	15443	12/6/2023	791.55	DICE AGE GAMES	Refund for 10 days of prorated rent.	
Miscellaneous Payment	Check	15444	12/6/2023	18.09	Alfredo Daniel Gandarilla	Refund parking permit no longer needed.	
Miscellaneous Payment	Check	15445	12/6/2023	308.57	Barbara Kipp	Baggage-Uber-Witness fee	
Miscellaneous Payment	Check	15446	12/6/2023	6,178.04	Clark County Emergency Medical Services District #2	00037154	
Miscellaneous Payment	Check	15447	12/6/2023	182.00	Delta Fire Inc	Refund duplicate payment to Invoice#77057389	
Miscellaneous Payment	Check	15448	12/6/2023	232.29	Emma Cline	Refund of parking permit no longer needed	
Miscellaneous Payment	Check	15449	12/6/2023	11.74	Estate of Mary Laura English	Refund of overpayment to loan payoff.	
Miscellaneous Payment	Check	15450	12/6/2023	420.97	Lovett Construction	MPE-346861 (jobsite: 601 Phoenix Way)	
Miscellaneous Payment	Check	15451	12/6/2023	256.24	MARY JAMES	Refund overpayment to loan payoff	
Miscellaneous Payment	Check	15452	12/6/2023	82.77	Mullen-Polk Foundation	Refund parking permit no longer needed. COV13276	
Miscellaneous Payment	Check	15453	12/6/2023	16,635.00	NACWA	Inv#79082	
Miscellaneous Payment	Check	15454	12/6/2023	91.00	PEACEHEALTH	Refund duplicate payment of Inv#77056087	
Miscellaneous Payment	Check	15455	12/6/2023	278.94	Riser Fire Protection LLC	FRI-340108 (jobsite: 2007 E 13th St)	
Miscellaneous Payment	Check	15456	12/6/2023	278.94	Riser Fire Protection LLC	FRI-340111 (jobsite: 2009 E 13th St)	
Miscellaneous Payment	Check	15457	12/6/2023	278.94	Riser Fire Protection LLC	FRI-340112 (jobsite: 2011 E 13th St)	
Miscellaneous Payment	Check	15458	12/6/2023	125.00	Robert Cayce	Refund of parking permit no longer needed	
Miscellaneous Payment	Check	15459	12/6/2023	108.00	Robinson Brothers Construction	Refund duplicate payment to INV#77057821	
Supplier Payment	Check	15460	12/6/2023	2,160.00	Afghan Associates Inc		
Supplier Payment	Check	15461	12/6/2023	65.52	Airgas, Inc		
Supplier Payment	Check	15462	12/6/2023	798.00	Allegheny Answering Services		
Supplier Payment	Check	15463	12/6/2023	13,250.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	Check	15464	12/6/2023	38.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	Check	15465	12/6/2023	19.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	Check	15466	12/6/2023	57.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	Check	15467	12/6/2023	57.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	Check	15468	12/6/2023	4,965.00	Allegis Group Holdings Inc Remit-To: TekSystems Inc Atlanta		
Supplier Payment	Check	15469	12/6/2023	400.00	Andrew Prochniak		
Supplier Payment	Check	15470	12/6/2023	79.32	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena		
Supplier Payment	Check	15471	12/6/2023	11,992.00	Arborscape Ltd Inc		
Supplier Payment	Check	15472	12/6/2023	860.20	Archaeological Investigations Northwest Inc		
Supplier Payment	Check	15473	12/6/2023	86.46	AT & T Mobility II LLC		
Supplier Payment	Check	15474	12/6/2023	8,062.50	Barran Liebman LLP		
Supplier Payment	Check	15475	12/6/2023	49,843.79	Bella Terra LLC		
Supplier Payment	Check	15476	12/6/2023	3,443.87	Bound Tree Medical LLC		
Supplier Payment	Check	15477	12/6/2023	48,742.62	Carahsoft Technology		
Supplier Payment	Check	15478	12/6/2023	13,800.00	Cascade Inn		
Supplier Payment	Check	15479	12/6/2023	18,689.86	CECO Inc		
Supplier Payment	Check	15480	12/6/2023	980.89	Cellco Partnership - Remit-To: Cellco - Dallas		
Supplier Payment	Check	15481	12/6/2023	250.00	Clark County - Remit-To: Clark County - Treasurer Vancouver		
Supplier Payment	Check	15482	12/6/2023	600.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees		

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>	
Supplier Payment	Check	15483	12/6/2023	600.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees		
Supplier Payment	Check	15484	12/6/2023	16,861.69	Columbia Resource Company		
Supplier Payment	Check	15485	12/6/2023	193.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry		
Supplier Payment	Check	15486	12/6/2023	32.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry		
Supplier Payment	Check	15487	12/6/2023	16,741.09	Conсор North America Inc		
Supplier Payment	Check	15488	12/6/2023	9,484.25	Copiers Northwest		
Supplier Payment	Check	15489	12/6/2023	759.05	Copiers Northwest		
Supplier Payment	Check	15490	12/6/2023	1,489.19	Core and Main LP - Remit-To: Core and Main LP		
Supplier Payment	Check	15491	12/6/2023	33,970.03	CUES Inc - Remit-To: CUES Inc - Cincinnati		
Supplier Payment	Check	15492	12/6/2023	268.00	Dex Media West		
Supplier Payment	Check	15493	12/6/2023	14,848.42	DiaMedical USA Equipment LLC		
Supplier Payment	Check	15494	12/6/2023	8,901.87	Echo Electric LLC		
Supplier Payment	Check	15495	12/6/2023	10,300.00	Ella Marie McWilliams		
Supplier Payment	Check	15496	12/6/2023	7,504.50	Fourth Plain Forward		
Supplier Payment	Check	15497	12/6/2023	3,247.36	Genuine Parts Company - Remit-To: NAPA - Vancouver		
Supplier Payment	Check	15498	12/6/2023	11,131.84	Granicus, LLC - Remit-To: Granicus, LLC		
Supplier Payment	Check	15499	12/6/2023	3,210.00	Harper Houf Peterson Righellis Inc		
Supplier Payment	Check	15500	12/6/2023	222.84	J-2 Blueprint Supply Co.		
Supplier Payment	Check	15501	12/6/2023	22,803.00	Janus Youth Programs Inc		
Supplier Payment	Check	15502	12/6/2023	9,105.20	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting		
Supplier Payment	Check	15503	12/6/2023	5,602.66	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle		
Supplier Payment	Check	15504	12/6/2023	5,803.24	Marcella Fleming Reed		
Supplier Payment	Check	15505	12/6/2023	5,165.52	Maul Foster & Alongi Inc		
Supplier Payment	Check	15506	12/6/2023	23,063.21	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc		
Supplier Payment	Check	15507	12/6/2023	1,151.83	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources		
Supplier Payment	Check	15508	12/6/2023	6,466.00	Pacifica Law Group LLP		
Supplier Payment	Check	15509	12/6/2023	640.00	Petty Cash Custodian - Remit-To: Brain Ruder		
Supplier Payment	Check	15510	12/6/2023	2,840.50	Public Safety Testing Inc		
Supplier Payment	Check	15511	12/6/2023	22,000.00	Right-Way CDL Academy, LLC		
Supplier Payment	Check	15512	12/6/2023	223.02	State of Washington Department of Transportation		
Supplier Payment	Check	15513	12/6/2023	5,000.00	The Amy VanCamp Experience LLC		
Supplier Payment	Check	15514	12/6/2023	1,926.00	The Loudenback Corporation		
Supplier Payment	Check	15515	12/6/2023	1,217.69	Trilogy MedWaste West, LLC		
Supplier Payment	Check	15516	12/6/2023	1,085.00	Willis Towers Watson Insurance Services West Inc		
Supplier Payment	Check	15517	12/6/2023	8,380.00	Willis Towers Watson Northeast Inc - Remit-To: Willis Towers Watson Northeast Inc		
Supplier Payment	Check	15518	12/6/2023	112,337.70	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas		
Supplier Payment	Check	15519	12/8/2023	6,467.37	Aflac		
Supplier Payment	Check	15520	12/8/2023	5,611.69	AFSCME Local #307		
Supplier Payment	Check	15521	12/8/2023	334.00	California State Disbursement Unit		
Supplier Payment	Check	15522	12/8/2023	1,033.50	Chapter 13 - Trustee		
Supplier Payment	Check	15523	12/8/2023	491.00	Hawaii SDU		
Supplier Payment	Check	15524	12/8/2023	792.75	IAM Local #1374		
Supplier Payment	Check	15525	12/8/2023	8,651.03	Life Insurance Company of North America		
Supplier Payment	Check	15526	12/8/2023	950.00	MFS Service Center Inc		
Supplier Payment	Check	15527	12/8/2023	50.00	OPEIU Local #11		
Supplier Payment	Check	15528	12/8/2023	4,424.34	OPEIU Local #11		
Supplier Payment	Check	15529	12/8/2023	793.50	Teamsters Local #58		
Supplier Payment	Check	15530	12/8/2023	262.50	UA Local #290		
Supplier Payment	Check	15531	12/8/2023	3,251.03	Western Conference of Teamsters		
Supplier Payment	Check	15532	12/8/2023	1,242.00	Western Metal Industry Pension Plan		
			Check	623,165.41			
Cash Advance Payment	Direct Deposit	EFT-00223476	12/4/2023	228.75	Steve Morehouse	Travel Advance	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Expense Payment	Direct Deposit	EFT-00223514	12/7/2023	136.00	Jason Kitterman	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223515	12/7/2023	200.00	Jesse Martin	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223516	12/7/2023	149.80	Curtis Terry	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223517	12/7/2023	44.81	Eddie Alba	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223518	12/7/2023	260.04	Cary Driskell	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223519	12/7/2023	259.38	Ezra Andersen	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223520	12/7/2023	15.01	Pete Adams	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223521	12/7/2023	273.86	Steve Wilson	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223522	12/7/2023	48.80	Liz Erickson	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223523	12/7/2023	212.85	Eric Holmes	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223524	12/7/2023	250.00	Denver Taylor	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223525	12/7/2023	142.22	Christopher Nerton	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223526	12/7/2023	241.50	Sara Baynard-Cooke	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223527	12/7/2023	400.06	Michael Woods	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223528	12/7/2023	775.74	Chris Harder	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223529	12/7/2023	250.00	Frank Costanza	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223530	12/7/2023	488.47	Diana Perez	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223531	12/7/2023	20.30	Robert Givens	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223532	12/7/2023	213.73	Matthew Hanns	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223533	12/7/2023	259.38	Jon Ansley	Employee Reimbursement	
Cash Advance Payment	Direct Deposit	EFT-00223534	12/7/2023	241.50	Daphne Harris	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223535	12/7/2023	363.50	Matthew Thierfelder	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223536	12/7/2023	363.50	Eric Giacchino	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223537	12/7/2023	59.06	Eric Holmes	Travel Advance	
Expense Payment	Direct Deposit	EFT-00223538	12/7/2023	63.24	Shane McKee	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223539	12/7/2023	6.10	Catherine Morey	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223540	12/7/2023	89.50	Jerry Johnson	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223541	12/7/2023	200.00	Jacob Cook	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223542	12/7/2023	259.38	Chris Morales	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223543	12/7/2023	326.10	Scott Boyer	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223544	12/7/2023	272.16	Joseph Stewart	Employee Reimbursement	
			Direct Deposit	7,114.74			
Supplier Payment	EFT	EFT-00223545	12/7/2023	976.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners		
Supplier Payment	EFT	EFT-00223546	12/7/2023	23,778.55	Share Inc - Remit-To: Checking		
Supplier Payment	EFT	EFT-00223547	12/7/2023	20,545.88	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco		
Supplier Payment	EFT	EFT-00223548	12/7/2023	6,633.10	Jacobs Engineering Group Inc		
Supplier Payment	EFT	EFT-00223549	12/7/2023	9,910.73	Waxie's Enterprises Inc		
Supplier Payment	EFT	EFT-00223550	12/7/2023	287,192.74	City Electric Co of WA		
Supplier Payment	EFT	EFT-00223551	12/7/2023	6,727.00	Greater Vancouver Chamber of Commerce		
Supplier Payment	EFT	EFT-00223552	12/7/2023	2,555.00	Brad Piesch Aggressive Enterprises, Inc		
Supplier Payment	EFT	EFT-00223553	12/7/2023	65,027.74	Halbert Construction Services LLC		
Supplier Payment	EFT	EFT-00223554	12/7/2023	12,399.77	Tapani Inc		
Supplier Payment	EFT	EFT-00223555	12/7/2023	123,813.95	3 Kings Environmental Inc		
Supplier Payment	EFT	EFT-00223556	12/7/2023	2,318.63	Workforce Southwest Washington		
Supplier Payment	EFT	EFT-00223557	12/7/2023	23,053.63	Live Love Outreach		
Supplier Payment	EFT	EFT-00223558	12/7/2023	67,204.00	Keen Independent Research LLC		
Supplier Payment	EFT	EFT-00223559	12/7/2023	33,974.72	Western Water Works Supply Co Inc		
Supplier Payment	EFT	EFT-00223560	12/7/2023	6,996.00	Otak Inc		
Supplier Payment	EFT	EFT-00223561	12/7/2023	588.72	Purple Communications Inc		
Supplier Payment	EFT	EFT-00223562	12/7/2023	4,382.23	Emerald Services Inc		
Supplier Payment	EFT	EFT-00223563	12/7/2023	7,578.49	Second Step Housing		
Supplier Payment	EFT	EFT-00223564	12/7/2023	4,070.82	Consolidated Electrical Distribution		
Supplier Payment	EFT	EFT-00223565	12/7/2023	5,604.93	New Life Friends Church		
Supplier Payment	EFT	EFT-00223566	12/7/2023	96,941.30	Del Sol Inc		
Supplier Payment	EFT	EFT-00223567	12/7/2023	744.00	Rotschy Inc		
Supplier Payment	EFT	EFT-00225420	12/8/2023	1,431.78	Vancouver Command Guild		
Supplier Payment	EFT	EFT-00225421	12/8/2023	144.43	Legal Shield		

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>	
Supplier Payment	EFT	EFT-00225422	12/8/2023	17,853.97	Allegiance Benefit Plan Management Inc		
Supplier Payment	EFT	EFT-00225423	12/8/2023	12,787.86	Vancouver Police Officer Guild		
Supplier Payment	EFT	EFT-00225424	12/8/2023	29,994.17	IAFF Local #452		
			EFT	875,230.64			
Supplier Payment	Manual Wire		12/4/2023	12,947.70	Washington Dental Service		
Supplier Payment	Manual Wire		12/4/2023	195,985.16	Blue Cross Blue Shield of Oregon		
Supplier Payment	Manual Wire		12/5/2023	536,487.30	Vancouver Firefighters Union Health & Welfare Trust		
Supplier Payment	Manual Wire		12/5/2023	201,176.20	Western States Health & Welfare Trust		
Supplier Payment	Manual Wire		12/5/2023	9,005.79	VSP Vision Care Inc		
Supplier Payment	Manual Wire		12/5/2023	24,339.22	United States Postal Service		
Supplier Payment	Manual Wire		12/7/2023	80,670.06	Liberty Mutual Group Inc.		
Supplier Payment	Manual Wire		12/8/2023	5,893.21	Washington SDU		
Supplier Payment	Manual Wire		12/8/2023	654.00	Oregon SDU		
Supplier Payment	Manual Wire		12/8/2023	31,015.00	Vancouver Firefighters Union Health & Welfare Trust		
Supplier Payment	Manual Wire		12/8/2023	22,613.33	Western States Health & Welfare Trust		
Supplier Payment	Manual Wire		12/8/2023	291,080.01	International City Management Association Retirement Corporation		
Supplier Payment	Manual Wire		12/8/2023	21,400.00	Washington State Firefighters		
Supplier Payment	Manual Wire		12/8/2023	52,857.23	State of Washington Department of Retirement Systems (DRS)		
			Manual Wire	1,486,124.21			
			Checks	623,165.41			
			Direct Deposit	7,114.74			
			EFT	875,230.64			
			12/10/2023	2,379.80	City Payments	Posted 12-04-23 to 12-10-23	
			Hansen Total	2,379.80			
			12/10/2023	723.00	Miscellaneous	Parks Class Refunds FCC 11-27-23 to 12-03-23	
			12/10/2023	298.00	Miscellaneous	Parks Class Refunds MCC 12-04-23 to 12-10-23	
			VISA Total	1,021.00			
			Payroll Total	4,477,159.49			
			GRAND TOTAL	7,472,195.29			

City of Vancouver
Payroll Council Report
December 04, 2023 - December 10, 2023

Check No.	Date	Explanation	Amount
1790 - 1814	12/08/23	December 8th Payroll	\$ 8,503.75
223568 - 225419	12/08/23	December 8th Direct Deposits	\$ 4,468,274.36
225425	12/08/23	Overpayment reimbursement	\$ 381.38

\$ 4,477,159.49



Staff Report: 223-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Vancouver Municipal Code Title 14 changes

Key Points

- Staff is proposing changes to multiple sections of Title 14 of the Vancouver Municipal Code (VMC)
- The proposed changes update miscellaneous fees; clarify definitions and intent; maintain consistency; correct inaccuracy; and ensure compliance with current practices

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

Staff regularly proposes code updates, clarifications, and changes as needed. VMC Title 14 pertains to water and sewer utilities. Staff is proposing a number of changes that will update miscellaneous fees, improve accuracy, comply with current practices, correct inaccuracy, and provide additional clarity. The attached summary provides a complete list of the proposed amendments to Title 14.

Advantage(s)

1. Help improve clarity in the application of the code.
2. Help ensure miscellaneous fees more accurately reflect the true cost of doing business.
3. Help maintain compliance with current practices.
4. Help correct errors in the code.

Disadvantage(s)

The fee adjustments will increase the costs to utility customers, although the City's overall utility costs remain competitive among comparable utility agencies in the northwest.

Budget Impact

Implementation of the new fee structure in 2024 and beyond will more accurately recover costs associated with provision of the various services provided by the utilities.

Prior Council Review

Council memo describing the proposed changes dated November 16, 2023 (delivered November 22).

First reading of ordinance on Consent dated December 4, 2023.

Action Requested

On Monday, December 18, 2023, subject to second reading and a public hearing, approve the ordinance.

Chris Malone, Public Works Finance & Asset Manager, 360-487-7711

ATTACHMENTS:

- ▢ Presentation
- ▢ Title 14 summary of changes
- ▢ Ordinance



City Council Public Hearing Title 14 Code Amendments



Chris Malone
Public Works Finance and Asset Manager

Proposed code revisions

- Vancouver Municipal Code (VMC) 14.04.090 (A) & (B):
 - Update water meter/service line fee tables to reflect true cost of services.
- VMC 14.04.100 (A)(3)(c):
 - Assesses a duplicate bill charge when owner and tenant each request copies of the bills.
- VMC 14.04.100 (G)(3):
 - Clarify that the City may reimburse customers for sewer lateral damages caused by a contractor hired by the City.
- VMC 14.04.130:
 - Discourages customers from claiming they have private leaks multiple times a year.

Proposed code revisions continued

- VMC 14.04.190 (K)(1)(c):
 - Allows more flexibility for providing emergency assistance by not requiring a payment plan.
- VMC 14.04.190 (K)(2):
 - Allows more flexibility for providing emergency assistance by being able to apply credit to current and delinquent bills.
- VMC 14.04.210 (D):
 - Revises how water meter testing is charged to comply with State law.
- VMC 14.04.280 (D):
 - Revised code reference to reflect the correct code section.

Proposed code revisions continued

- VMC 14.04.280 (E):
 - Corrected grammar and spelling.
- VMC 14.04.280 (N):
 - Clarify that access roads for utility maintenance continues “to and through” an easement.
- VMC 14.08.050:
 - Requires separate sewer laterals if units have separate ownership.

Proposed code revisions continued

- VMC 14.10.040:
 - Remove letters in front of definitions (definitions are alphabetized).
 - Revised multiple sections within the definitions to correct referencing (since no letters in front of definitions).
 - Added definition for “Disruption”.
 - Clarified definition for “High Strength User”.
- VMC 14.10.050 (A):
 - Adds “disruptions” to prohibited wastewater discharges.
- VMC 14.10.080 (G):
 - Requires high strength users to apply for permits through the Control Authority.

Proposed code revisions continued

- VMC 14.10.300 (C)(3):
 - Corrected referencing within the code.
- VMC 14.10.300 (C)(5):
 - Corrected referencing within the code.
- VMC 14.10.430 (A):
 - Corrected referencing within the code.
- VMC 14.10.840 (B):
 - Adds “government” and “electronics” users as possible high strength users.

Proposed code revisions continued

- VMC 14.10.850 (B):
 - Clarifies that high strength users may not be industrial.
 - Changes verbiage to match definitions.
- VMC 14.10.850 (C):
 - Clarifies how sampling will be done to determine high strength users.
- VMC 14.24:
 - Requires erosion control inspection prior to land disturbing activities.

Thank You

To learn more, visit <https://www.cityofvancouver.us>



2023 Summary of Proposed Changes for VMC Title 14 – Water and Sewers

1st Reading is December 4, 2023; Public Hearing is December 18, 2023

This list contains the substantive changes proposed. See the ordinance for the complete wording of all changes.

Chapter Section	Topic	Proposed Change	Reason for Change
Chapter 14.04 Water and Sewer Use – Regulations and Charges			
14.04.090(A) – Changes for water meter and service line installation	Update rates	Update effective date and revise multiple rates in the table.	Update rates to reflect true costs
14.04.090(B) – Changes for water meter and service line installation	Update rates	Update effective date and revise multiple rates in the table.	Update rates to reflect true costs
14.04.100(A)(3)(c) new – Conditions of water and/or sewer service	New paragraph c, duplicate bill request	Insert “ <u>c. Duplicate bills mailed to different address shall be assessed a duplicate billing charge, sufficient to recover all costs of processing and mailing; and</u> ”	Recoup costs for duplicate bill requests
14.04.100(G)(3) – Conditions of water and/or sewer service	Text update	Revise “The customer or authorized agent shall be responsible for obtaining all building and right of way use permits required for work performed either on the premises or within public rights-of-way; provided, that the city may reimburse the customer for the cost of repair of that portion of the sewer lateral within dedicated public right-of-way, if damage to the sewer lateral was the result of deficiencies caused by acts or omissions of the city or third parties <u>hired by the city</u> not acting as agents of the customer, and specifically excluding damage to the sewer lateral resulting from deficiencies caused by acts of God, root intrusion from the customer’s trees or any other act or omission of the customer or customer’s agent(s) or contractor(s)...”	Sometimes we hire contractors to perform work on the City’s behalf

14.04.130 – Effect of leakage on bills	Text update	Add "...In cases where repairs are not visible, proof of repairs must be supplied. A given piece of property shall be entitled to the benefits of this section <u>one time in a 12-month period</u> unless it appears that continued waste of water is due to a continued negligent failure to repair..."	Encourage homeowners to fix leakage and reduce customers exploiting the system
14.04.190(K)(1)(c) – Billing procedure and conditions	Remove	Delete " c.—The household has received notice from the city that payment or payment arrangements must be made to prevent disconnection; " and renumber next bullet for consistency	Enable City to provide emergency assistance without having payment arrangements
14.04.190(K)(2) – Billing procedure and conditions	Text update	Revise " <i>Emergency Credit – Maximum.</i> Upon verification of eligibility, the household may receive an emergency credit of a maximum of \$400.00 of the delinquent <u>outstanding bill(s)</u> for the service address; provided, that the household may only receive such credit once in a 24-calendar-month period..."	Enable City to apply credit to a current bill and allow flexibility
14.04.210(D) – Water service – User charges	Revise per WAC 480-110-405 – The test must be at no charge to the customer, except the water company may charge for any additional meter tests requested by the customer within a twelve-month period as provided in it tariff.	Revise " Schedule of <u>The first meter test will be no charge to the customer, an additional meter tests requested by the customer within a twelve-month period will be charged per schedule of meter test</u> charges for test of a meter at the request of a customer where meter is found not defective:"	Compliance with WAC 480-110-405
14.04.280(D) – Procedure for extending mains	Correct code section reference	Revise "...VMC 14.04.235(GE)..."	The VMC was referencing the wrong code section.
14.04.280(E) – Procedure for extending mains	Text update	Revise e.g., " ...linear <u>linear</u> ..." and " ...his <u>their</u> ..."	Correct grammar and spelling
14.04.280(N) – Procedure for extending mains	Text update	Add at the end " <u>...The development shall be responsible for constructing maintenance access roads to and</u> "	Ensure developer provides a maintenance access through the easement

		through the easements in accordance with the department's standard details."	
Chapter 14.08 Connection to Public Sewers			
14.08.050 – Separate connections by tee- or wye-branch required	Text update	Revise "...Every main building shall be separately connected to or with the public sewer unless otherwise approved by the director. <u>Each unit within a main building that is of separate ownership shall be separately connected to the public sewer unless otherwise approved by the director...</u> "	Require separate sewer connections from each unit within a main building for billing purposes
Chapter 14.10 Pretreatment Ordinance			
14.10.040 - Definitions	Remove letter numbering	Remove letter numbering A through DDD (e.g. "A")	Simplify code and correct referencing
14.10.040(D)(4) - Definitions	Remove letter numbering and text update	Revise "The individuals described in <u>paragraph Section 14.10.040(D)(1-3)...</u> "	Simplify code and correct referencing
14.10.040 new-Definitions	New 'Disruption' definition	Insert " <u>Disruption. A discharge which causes (either by itself or in combination with other discharges) a deleterious impact on the structure, function, operation, or maintenance of the POTW, including an increase in maintenance or risk of harm to persons.</u> "	Defining 'disruption' for user understanding
14.10.040(U) - Definitions	Revise 'High Strength User' definition	Revise " U. <u>High Strength User. Any User who, in any given month, discharges non-domestic wastewater which is found to contain a monthly average of more than five hundred (500) pounds per day each of BOD and or five hundred (500) pounds per day of total suspended solids (TSS). Food service establishments that properly implement Best Management Practices (BMPs), and any User classified as an Electronics Customer in VMC 14.04.230, will not be considered a High Strength User.</u> "	Clarify definition for 'high strength users' and gives a clear definition of who are not considered a 'high strength user'
14.10.040(WW) - Definitions	Remove letter numbering and text update	Revise " WW. <u>Significant Industrial User or SIU. Except as provided in</u>	Simplify code and correct referencing

		paragraph {3} <u>below</u> of Section 14.10.040(WW)...”	
14.10.040(WW)(3) - Definitions	Remove letter numbering and text update	Revise “Upon a finding that a User meeting the criteria of <u>paragraph 2 above</u> in Section 14.10.040(WWXX)(2)...”	Simplify code and correct referencing
14.10.050(A) – Prohibited discharge standards	Text update ‘General Prohibitions’	Revise “No User or Domestic User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through, or Interference <u>or Disruption.</u> ”	To prohibit ‘disruption’ discharges
14.10.080(G) – Local limits	Text update	Revise “A High Strength User is <u>defined in VMC 14.10.040</u> any User who, in any given month, discharges wastewater found to contain a monthly average of more than five hundred (500) pounds per day each of Biochemical Oxygen Demand and five hundred (500) pounds per day of Total Suspended Solids. It shall be the responsibility of each User with the potential to meet the definition of a High Strength User to notify the Control Authority and apply for a permit. High Strength Users must apply for a permit and shall be subject to charges as determined by the Director and as amended and under the authority of this Ordinance up to any maximum loading limit established by permit. ”	Requiring potential ‘high strength users’ to notify the Control Authority and apply for a permit
14.10.300(C)(3) – Baseline Monitoring Reports	Remove letter numbering	Revise “ <u>Compliance Certification.</u> A statement, reviewed by the User’s authorized representative as defined in Section 14.10.040(D)...”	Simplify code and correct referencing
14.10.300(C)(5) – Baseline Monitoring Reports	Remove letter numbering	Revise “...Ordinance and signed by an authorized representative as defined by Section 14.10.040(D)...”	Simplify code and correct referencing
14.10.430(A) – Certification Statements	Remove letter numbering	Revise “The following certification statement must be signed by an authorized representative as defined by	Simplify code and correct referencing

		Section 14.10.040(D) and included when submitting.”	
14.10.840(B) – User charges and fees	Text update	Revise “Users not meeting the definition of a High Strength User shall pay, for that month, a sanitary sewer use fee equal to that of a eCommercial, or Industrial, Government, or Electronics customer as imposed by VMC 14.04 as amended.”	Added ‘government and electronics customer’ to align with VMC 14.04.230(A)(3)
14.10.850(B) – High strength user charges and fees	Text update	Revise “Rates for strength of industrial <u>non-domestic</u> wastewater from High Strength Users are established <u>as determined by the Director</u> for each pound of BOD and each pound of <u>TSS discharged to the POTW</u> suspended solids as determined by the Director. ”	Redefining rates of strength of ‘non-domestic’ wastewater from High Strength Users
14.10.850(C) – High strength user charges and fees	Text update	Revise “ Industrial Wastewater samples taken for the purpose of determining charges are to be taken by authorized representatives of the Director or as otherwise determined by the Director. The samples taken shall be twenty-four (24) hour composite samples, obtained through flow-proportioned composite samples, where feasible. Charges shall apply as specified in Section 14.10.850(B), as determined on the basis of at least one <u>be based on analysis of</u> twenty-four (24) hour flow proportioned or timed samples. analysis to be obtained twice per month and such analyses averaged for each month; provided, a new average for strength of industrial wastewater may be computed, regardless of previous averages, when changes in preliminary treatment or industrial process changes have been made which are expected to significantly change the average strength of the wastewater. Results from	Redefining sampling protocol

		<u>a minimum of two samples shall be averaged for each month. Charges shall be based on the average of results for the month."</u>	
Chapter 14.24 Erosion Control			
14.24.060(A) – Specific compliance requirements	Text update	Revise " <i>Inspection</i> . Prior to commencement of land disturbing activities, the City shall be contacted to obtain a City site <u>erosion control inspection shall be scheduled and approved utilizing the City's inspection scheduling system. Contacting the City to obtain Scheduling</u> the site inspection is the responsibility of the property owner on whose parcel the land-disturbing activity occurs and the person undertaking such activities..."	Requiring the scheduling of an erosion control inspection prior to land disturbing activities

12/04/23
12/18/23

ORDINANCE NO. M-_____

AN ORDINANCE relating to the water, sewer and surface water utility miscellaneous fees and regulations, amending Chapters 14.04, 14.08, 14.10, and 14.24 of the Vancouver Municipal Code; providing for savings, severability and an effective date.

WHEREAS, it is in the public interest to amend certain sections of Title 14 of the Vancouver Municipal Code to update miscellaneous fees; clarify definitions and intent; maintain consistency; correct inaccuracy; and ensure compliance with current practices; and

WHEREAS, these amendments are made pursuant to the City's police powers to promote and protect the life, health, and safety of the City's citizens and property; and

WHEREAS, with proper notice to the public, the City Council conducted a first reading of the proposed ordinance on December 4, 2023, and a public hearing concerning the Ordinance and proposed code changes on December 18, 2023.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Chapter 14.04 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.04

WATER AND SEWER USE – REGULATIONS AND CHARGES

Sections:

- | | |
|------------------|---|
| 14.04.090 | Charges for water meter and service line installation. |
| 14.04.100 | Condition of water and/or sewer service. |
| 14.04.130 | Effect of leakage on bills. |
| 14.04.190 | Billing procedure and conditions. |

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14.04.210 Water service – User charges.

14.04.280 Procedure for extending mains.

14.04.090 Charges for water meter and service line installation.

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of land, either vacant or occupied, shall be installed prior to such improvement at the property owner's expense.

A. Effective January 1, ~~2022~~ 2024, rates for meter and service installation shall be as follows:

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
5/8 x 3/4 with 1" service	\$2,325.00 <u>\$4,735.00</u>	\$2,245.00 \$4,600.00	\$135.00
1 inch	\$2,375.00 <u>\$4,780.00</u>	\$2,245.00 <u>\$4,600.00</u>	\$180.00
1-1/2 inch <u>with 2" service</u>	\$3,740.00 <u>\$8,150.00</u>	\$3,650.00 \$7,700.00	\$450.00
2 inches	\$4,110.00 <u>\$8,160.00</u>	\$3,650.00 <u>\$7,700.00</u>	\$460.00
3 inches	Note 1	Note 1	\$2,700.00 <u>\$1,300.00</u>
4 inches	Note 1	Note 1	\$3,200.00 <u>\$1,400.00</u>
6 inches	Note 1	Note 1	\$4,900.00 <u>\$2,200.00</u>
8 inches and larger	Note 1	Note 1	Note 2 <u>\$2,800.00</u>
<u>10 inches</u>	<u>Note 1</u>	<u>Note 1</u>	<u>\$3,800.00</u>
<u>12 inches</u>	<u>Note 1</u>	<u>Note 1</u>	<u>\$4,700.00</u>

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Note 1. The city does not install service larger than two inches. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

~~**Note 2.** Prices available upon request.~~

B. *Meter and Service Relocates.* Effective January 1, ~~2022~~ 2024, rates for relocation of water service shall be as follows:

Service relocates 10 feet and less	\$310.00 <u>\$1,100.00</u>
Service relocates over 10 feet	\$1,370.00 <u>New service</u> <u>rate, VMC</u> <u>14,04.090(A)</u>
Meter box raise/ raise yoke fee (in dirt)	\$150.00 <u>\$500.00</u>
<u>Meter box raise (in concrete)</u>	<u>\$1,200.00</u>
<u>Raise yoke fee</u>	<u>\$900.00</u>
One-inch yoke replacement fee	\$300.00 <u>\$1,200.00</u>

The city does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the city to work within the right-of-way, obtain a right-of-way permit, and complete all work themselves (including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the city setting the water meter.

C. Effective January 1, 2023, and January 1st of each year thereafter, the fees set by subsections [A](#) and [B](#) of this section shall be adjusted annually pursuant to the methodology set forth in VMC [3.08.100](#). The adjusted fee for each rate category shall be rounded to the nearest \$5.00. This annual adjustment shall not apply to the “meter only” fees. (Ord. M-4376 § 5, 2022; Ord. M-4363 § 4, 2022; Ord. M-4359 § 1, 2021; Ord. M-4257 § 2, 2018; Ord. M-

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4184 § 1, 2016; Ord. M-3755 § 4, 2006; Ord. M-2481 § 2, 1984; Ord. M-1167 § 4, 1970; Ord. M-578, 1961; Ord. M-144 § 8-A, 1954)

14.04.100 Conditions of water and/or sewer service.

A. *Accounts to be in name of the fee owner.* Effective October 1, 2006, all accounts for water/sewer/stormwater shall be kept in the name of the fee owner of the property or premises served; provided, that:

1. Rental tenants whose accounts are in their own names as of October 1, 2006, may retain their existing accounts in their names until they change service address or their accounts are otherwise terminated;
2. Tenants may put service in their own names pursuant to VMC [14.04.192](#) through [14.04.195](#);
3. As provided by RCW [35.21.217](#), the fee owner may request to have duplicate bills mailed to a tenant, lessee, contract buyer, or agent; provided, that:
 - a. This shall not relieve the fee owner from liability for charges incurred; and
 - b. Current contact information for the fee owner and for the tenant, lessee, contract buyer, or agent must be provided to the city, on forms approved by the city, in order for a customer/owner to have bills mailed to a tenant, lessee, or agent; and
 - c. Duplicate bills mailed to different address shall be assessed a duplicate billing charge, sufficient to recover all costs of processing and mailing; and
4. Nothing in this section shall prevent a tenant from paying a utility charge which has been billed to a fee owner.

B. *Ownership of Lines.* The department shall install, own and maintain all water service lines from the main to and including the meter. Water service lines from the main to and including the meter box may be installed by the customer's contractor, subject to payment of fees, inspection and approval by the city. Customer lines from the meter to the building or premises shall be installed, owned and maintained by the customer. Insofar as is possible, customer lines leading to such service lines shall be installed so that they will not be under any concrete walk or driveway or other obstruction.

C. *Individual Service Required.* Each service line or sewer lateral shall be connected to only one house or building or a multi-tenant commercial building and for only one consumer insofar as practicable; provided,

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that the owner of a multifamily building may at their option supply such building from a single connection, in which case the billing provisions of VMC 14.04.190 shall apply. Any meters that are inter-tied within the customer's system shall be combined into one account; separate accounts for inter-tied meters will not be allowed.

D. *Installation on Private Property.* Service lines and meters shall not be installed on private property except where the department finds that service can be afforded in no other practical way, in which case an easement granted to the city shall be secured from the legal owner.

E. *Charge for Installation of Larger Service Line or Relocation of Existing Service Line.* Whenever a customer desires to have a service line changed to a larger size, the customer shall pay all charges and fees applicable for installation of such larger size line and meter. Whenever a customer desires to have an existing service line relocated without a change in size of service the customer shall pay the costs as required in VMC 14.04.210(G). In either case, the work shall be done by the department at the customer's expense as provided in VMC 14.04.090. In all cases, the customer shall pay the costs thereof in advance.

F. *Transferring Customer Line.* Whenever a service line is relaid or changed in position for any reason by the department, the customer shall immediately upon notice and at the customer's own expense transfer the customer line to the newly laid or newly positioned service line.

G. *Customer Responsible for Installation and Maintenance.*

1. The water customer to be served by the department's mains shall install and maintain, at the customer's own expense, all water pipe, fixtures, and plumbing on the customer's premises and shall own and maintain the customer line to the meter.
2. The sewer customer to be served by the department's mains shall install and maintain, at the customer's own expense, the sewer lateral from the premises to the public sewer main and shall own and maintain the sewer lateral from the premises to the public sewer main.
3. The customer or authorized agent shall be responsible for obtaining all building and right of way use permits required for work performed either on the premises or within public rights-of-way; provided, that the city may reimburse the customer for the cost of repair of that portion of the sewer lateral within dedicated public right-of-way, if damage to the sewer lateral was the result of deficiencies caused by acts or omissions of the city or third parties hired by the city not acting as agents of the customer, and specifically excluding damage to the sewer lateral resulting from deficiencies caused by acts of God, root intrusion from the customer's trees or any other act or omission of the customer or customer's agent(s) or

contractor(s). A claim for such reimbursement shall be submitted to the city within 10 days of the incurrence of such costs and shall meet all of the following criteria:

- a. Eligible costs shall include only those actual expenses paid by the customer for any required city permits or to a licensed, bonded contractor.
- b. Only that portion of costs for repair work done within the dedicated right-of-way shall be eligible.
- c. The customer shall submit copies of the itemized invoices from the contractor. Such invoices shall indicate the type and cause or suspected cause of such damage.
- d. The amount of the reimbursement shall not exceed the estimated cost for installation of a new sewer lateral from the public sewer to the property line.
- e. All work shall be in conformance with city codes, ordinances and standards, including obtaining all necessary permits, inspections and approvals.
- f. The director shall investigate all claims submitted for reimbursement and shall determine the validity of such claims and the amount of reimbursement, if any, which is due the customer.

H. *Specifications for Customer Lines and Sewer Laterals.* All customer lines shall be laid to a depth of two feet below the surface of the ground and shall be equipped with a readily accessible valve for each house or building so that the customer may at any time shut off the entire water supply. Customer lines larger than two inches shall be equipped with an accessible gate valve controlling the full supply on the premises.

All sewer laterals shall be installed in accordance with the department's standard details and with Chapter 17.20 VMC. When a property is connected to public sewer each sewer lateral shall be provided with a cleanout to within six inches of finish grade at the property line, except that when a cleanout is provided at a distance not to exceed 30 feet from the property line, no additional cleanout will be required at the property line.

I. *Installation of Service Lines and Sewer Laterals.* All installations performed within public rights-of-way shall be performed by a licensed contractor acting as the owner's agent. The contractor shall be responsible for obtaining all necessary permits for work within the right-of-way. All installation shall be performed in accordance with the department's standard details.

J. *Liability for Leakage or Stoppage.* Under no condition shall the department be held responsible or liable for any partial or complete stopping of flow, any leakage, or damage to any customer's pipeline, fixtures, sewer lateral, plumbing, premises or contents therein, served by the water/sewer utility.

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K. *Approval of New, Relaid Lines.* Approval of all new, relaid or relocated customer lines must be secured from the department before water will be turned into the service.

L. *Temporary Water Use from Hydrants.* Temporary use of water from fire hydrants may be authorized by the director. “Temporary water use from hydrants” is defined as use of water from a fire hydrant where an established service point or permanent water meter is not available. The director shall approve a written policy that will include, but not be limited to, when temporary water use from hydrants will be permitted, the appropriate deposit for the renting of a temporary meter, conditions of forfeiture of water meter deposit, rental fees for the temporary meter, and fees for temporary water use from hydrants. Persons requesting temporary water use from hydrants shall apply for a temporary water use permit on forms prescribed by the city at the city of Vancouver utilities administration offices. Such permits shall be subject to conditions of use set forth therein, and subject to the written policy of the director, including provisions for cross connection control and other measures prescribed by the director to ensure the public safety and health and water conservation. This subsection shall not apply to authorized fire-fighting agencies.

M. *Temporary Service.* Where water service is desired from a permanent service line for a period of less than three years, upon approval of the director, it shall be considered temporary service, except that permanent buildings or establishments where service is discontinued because of change of occupancy shall not be considered as coming under this regulation.

N. *Tap and Line for Temporary Service.* When a new tap and service line is required for a temporary service, the department shall collect, at the time application is made, an amount covering the estimated installation cost as provided in VMC [14.04.090](#). The installation cost shall include all labor and material necessary for connection and disconnection and shall not be less than the regular charge for a new service.

O. *Advance Payment for Temporary Service.* In all cases of temporary service, the department shall collect in advance the minimum charge for one month for the size of meter in use and in no case shall the charge be less than this amount. Temporary services shall be billed at the rate applicable to the current use of the premises.

P. *Transfer of Temporary to Permanent Status.* Temporary service may be transferred to permanent service status upon payment of system development charges effective as of the date of transfer to permanent status as assessed by VMC [14.04.235](#).

Q. *Existing Service Out of Use.* When any existing service line of two inches or less has been out of use for three years or more, the same shall be considered out of service and shall not be used again for water service purposes, unless the department determines that the existing service line is acceptable. (Ord. M-4359 § 1, 2021;

Ord. M-4022 § 4, 2012; Ord. M-3755 § 5, 2006; Ord. M-3543, 2004; Ord. M-2486 § 1, 1984; Ord. M-1167 § 5, 1970; Ord. M-810 § 7, 1966; Ord. M-604, 1962; Ord. M-144 § 9, 1954)

14.04.130 Effect of leakage on bills.

When any customer in any given billing period because of a broken water pipe on their premises, has used according to their meter, an amount of water which is more than double the average amount of water which had been used on such premises in similar period in prior years, the customer may apply to the city in writing for an adjustment under this section. If the customer reports that there are broken water pipes on their premises which have caused the high consumption of water and if repairs are verified by inspections by the city, the city shall thereupon reduce the bill in question to the average amount billed to such property for similar periods in previous years plus, for the excess over such average caused by such breakage, a special rate of only \$0.20 per 100 cubic feet. In cases where repairs are not visible, proof of repairs must be supplied. A given piece of property shall be entitled to the benefits of this section one time in a 12-month period unless it appears that continued waste of water is due to a continued negligent failure to repair. Reductions shall not be permitted on account of leaking toilets, plumbing fixtures, or unexplained usage and shall not exceed two bills.

The department may discontinue service to any premises if the owner, customer or consumer refuses to make repairs necessary to avoid waste of water. If reasonable efforts to contact the customer or consumer at the premises are not successful, and it is observable that water is being lost through leakage, the department at its option may terminate water service and shall post a written notice in a conspicuous location on the premises, documenting the reason for such termination of service. (Ord. M-4359 § 1, 2021; Ord. M-4022 § 5, 2012; Ord. M-3755 § 6, 2006; Ord. M-1421 § 1, 1973)

14.04.190 Billing procedure and conditions.

A. *Billing Period.* Bills for metered water service shall be rendered according to the registration of the meter at regular intervals and shall be due and payable upon mailing. Bills shall clearly state when they will be considered delinquent; provided, that no bill shall be considered delinquent until at least 15 days after mailing.

B. *Reading Meters.* Residential meters shall be read as nearly as possible at regular intervals, unless otherwise arranged by the department. There shall be no special vacation rate or reduction made on any water bill because of part-time or restricted use. If a meter is pulled and the account is closed at the customer's request or

if the account has been inactive for more than five years, upon installation of a new meter, all new meter installation fees shall apply.

C. *Billing When Meter Unread.* On metered service where the meter has not been read, the bill rendered shall be an average bill for the preceding year or applicable portion of year.

D. *Billing for Special Periods.* Opening and closing bills and bills for water service for periods less than the regular intervals shall be calculated on a pro rata basis.

E. *Bills for Special Services.* All bills for service charges, material and labor furnished, contributions to extensions and other authorized charges, shall be due and payable immediately upon presentation. If such bills are not paid, the department may refuse to furnish water service, and may shut off and discontinue service already being supplied until all bills are paid, and this without prejudice to its right to collect all amounts theretofore due.

F. *Separate Billing for Separate Meters.* When one customer is served by more than one meter on separate service lines, the meter minimum for each meter and the surcharge for water supplied may be calculated and billed separately.

G. *Responsibility for Joint Use.* When more than one consumer, whether a family, business, or other person, receives water through one meter on a single service line, in one building, and it is found impractical by the department to separate the water piping for each consumer, the customer shall be solely responsible and shall pay the total bill for such joint water service.

H. *Joint Consumer Responsibility.* All service to joint consumers shall be on the basis that if it becomes necessary to enforce these rules and regulations against any or all joint consumers that the department shall have the right to shut off the entire supply to all the joint consumers. Separate meters shall be installed and separate bills rendered to each consumer if the customer separates the piping and installs individual supply pipes from the property line.

I. *Separate Billings Required.* When two or more houses, buildings or other premises occupied by separate consumers are supplied from a single service connection, the customer shall immediately, upon notice from the department, separate each customer's lines and connect up individually to meters at the property line, and if separate services are not established within a reasonable time thereafter, the department may shut off the water and refuse further service to all such consumers.

J. *Billing Before Lines Are Separated.* Until the joint consumer lines are separated, computation of the total bill shall be made by multiplying the quantity in each bracket of the rate schedule by the number of consumers

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on one meter. The minimum charge shall be the regular minimum charge multiplied by the number of consumers served.

K. *Customer Emergency Assistance.*

1. *Eligibility.* Upon satisfactory proof, emergency assistance may be issued to each household for which:

- a. A member of the household is billed by the city for water services;
- b. The household has been verified by the city or the city's agent:
 - i. To have an annual income that, when combined with the annual income of all household members, meets the eligibility standards for the Low Income Home Energy Assistance Program (LIHEAP) authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58; and
 - ii. To not receive subsidized housing assistance;
- ~~c. The household has received notice from the city that payment or payment arrangements must be made to prevent disconnection;~~
- ~~d. c.~~ The household is served with city water service at a residential, single-family account.

2. *Emergency Credit – Maximum.* Upon verification of eligibility, the household may receive an emergency credit of a maximum of \$400.00 of the ~~delinquent~~ outstanding bill(s) for the service address; provided, that the household may only receive such credit once in a 24-calendar-month period. The household emergency credit maximum may be adjusted not more than once per calendar year by the director to address the impacts of future rate increases.

3. *Administrative Rules and Procedures.* Pursuant to VMC 14.04.020 and this section, the director of public works jointly with the director of financial and management services shall promulgate administrative rules and procedures not inconsistent with this section to implement the customer emergency assistance program. (Ord. M-4359 § 1, 2021; Ord. M-4327 § 1, 2021; Ord. M-4022 § 12, 2012; Ord. M-3978 § 1, 2011; Ord. M-3755 § 11, 2006; Ord. M-1167 § 8, 1970; Ord. M-810 § 11, 1966; Ord. M-772 § 2, 1965; Ord. M-604, 1962; Ord. M-144 § 17, 1954)

14.04.210 Water service – User charges.

A. Base Charge, All Customer Classes.

1. For all water customers, each customer shall pay a monthly base charge as follows:

Effective January 1, 2022

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits
a. 5/8 x 3/4 inch and under	per month	10.09	15.14
b. 3/4 inch	per month	13.39	20.09
c. 1 inch	per month	20.45	30.68
d. 1-1/2 inch	per month	38.02	57.02
e. 2 inch	per month	58.92	88.38
f. 3 inch	per month	108.01	162.02
g. 4 inch	per month	177.96	266.94
h. 6 inch	per month	353.14	529.70
i. 8 inch	per month	563.28	844.93
j. 10 inch	per month	843.30	1,264.95
k. 12 inch	per month	1,638.61	2,457.92

Effective January 1, 2023

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits (1.483 x Inside)
a. 5/8 x 3/4 inch and under	per month	10.54	15.63
b. 3/4 inch	per month	13.99	20.75
c. 1 inch	per month	21.37	31.69
d. 1-1/2 inch	per month	39.73	58.92
e. 2 inch	per month	61.57	91.31
f. 3 inch	per month	112.87	167.39
g. 4 inch	per month	185.97	275.79
h. 6 inch	per month	369.03	547.27
i. 8 inch	per month	588.63	872.94
j. 10 inch	per month	881.25	1,306.89
k. 12 inch	per month	1,712.35	2,539.42

Effective January 1, 2024

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits (1.466 x Inside)
a. 5/8 x 3/4 inch and under	per month	11.01	16.14
b. 3/4 inch	per month	14.62	21.43
c. 1 inch	per month	22.33	32.74
d. 1-1/2 inch	per month	41.52	60.87
e. 2 inch	per month	64.34	94.32
f. 3 inch	per month	117.95	172.93
g. 4 inch	per month	194.34	284.90
h. 6 inch	per month	385.64	565.35
i. 8 inch	per month	615.12	901.77
j. 10 inch	per month	920.91	1,350.05
k. 12 inch	per month	1,789.41	2,623.28

2. The monthly base charge set in subsection (A)(1) of this section does not include any charge for consumption of water.

3. The monthly base charge for any single-family residential customer shall not exceed the charge set in (b) above.

B. *Volume Charge (Uniform Volume).*

1. In addition to the monthly base charge in subsection (A)(1) of this section, each customer shall pay the following additional charge on his/her bill, based upon the amount of water consumed per each billing period:

Effective January 1, 2022

Customer Class	Inside City Limits	Outside City Limits
Single-Family:	2.85/CCF	4.28/CCF
Multifamily:	2.45/CCF	3.68/CCF
Nonprofit Shelters:	0.63/CCF	0.94/CCF
Commercial ¹ and Industrial ¹ :	2.45/CCF	3.68/CCF
Government ¹ :	2.18/CCF	3.27/CCF

Effective January 1, 2023

Customer Class	Inside City Limits	Outside City Limits (1.483 x Inside)
Single-Family:	2.98/CCF	4.42/CCF
Multifamily:	2.56/CCF	3.80/CCF
Nonprofit Shelters:	0.66/CCF	0.98/CCF
Commercial ¹ and Industrial ¹ :	2.56/CCF	3.80/CCF

Customer Class	Inside City Limits	Outside City Limits (1.483 x Inside)
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Government ¹ :	2.28/CCF	3.38/CCF
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Effective January 1, 2024

Customer Class	Inside City Limits	Outside City Limits (1.466 x Inside)
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Single-Family:	3.11/CCF	4.56/CCF
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Multifamily:	2.68/CCF	3.93/CCF
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Nonprofit Shelters:	0.69/CCF	1.01/CCF
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Commercial ¹ and Industrial ¹ :	2.68/CCF	3.93/CCF
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Government ¹ :	2.38/CCF	3.49/CCF
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1 Note: As this use is classified under VMC Title [20](#).

2. All volume charges are computed per 100 cubic feet (CCF).

3. “Single-family customer” class shall include single dwelling unit with one meter, mobile homes either on individual lots or in mobile home parks. This also includes ADUs that take water and sewer service from service connections separate from the primary residence. This definition is for utility billing purposes only.

4. “Multifamily customer” class shall apply to customers with two or more living units per meter. This also includes ADUs that share water or sewer service from service connections for the primary residence. This definition is for utility billing purposes only.

5. *Nonprofit Shelter*. For the purpose of applying the rates as set forth in subsection [\(B\)\(1\)](#) of this section, the term “nonprofit shelters” shall be defined to mean a facility operated by a nonprofit

organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.

C. *Charges for Cutting Off and Restoring Service.*

1. *Service Cut-Off.*

- a. *Cutting Off Service for Nonpayment.* There shall be a \$40.00 charge to cut off service for nonpayment. There shall be no additional charge for restoring service after such cut-off.
- b. *Emergencies – Cut-Off.* No cut-off charge shall be made if service is cut off to meet an actual emergency.
- c. *Customer Request.* No cut-off charge shall be made if service is cut off at customer's request for the first such request. Each additional request shall be a \$25.00 charge during regular office hours and \$125.00 outside of regular office hours.

2. *Restoring Service.*

- a. For starting or restoring service at the customer's request, there shall be a charge of \$25.00 if requested during regular office hours, and a fee of \$125.00 for each such request outside of regular office hours.
- b. *Altered Service.* If the meter or service has been altered without the written authorization of the director, the charge shall be \$15.00 additional to all other charges in this section.
- c. *Multiple Cut-Off/Restoration Requests.* For customers who require more than one trip to the service address to cut off or restore service at their request, there shall be a fee of \$25.00 per each additional trip during regular office hours.

D. *Testing Meters – Customer's Request.* ~~Schedule of~~ The first meter test will be no charge to the customer, an additional meter tests requested by the customer within a twelve-month period will be charged per schedule of meter test charges for test of a meter at the request of a customer where meter is found not defective:

1 inch and under	\$50.00
1-1/2 inch	\$60.00

2 inch	\$60.00
3 inch	\$80.00
4 inches or more	At cost
Meter resets	\$50.00

Meters tested and found to be defective will be replaced at no cost to the customer for testing or for replacement.

E. *Testing Meters – Other Than at Customer’s Request.* The city reserves the right to test meters at any time. No charge will be made to the customer for meters tested pursuant to this subsection.

F. Temporary water use from hydrant fees shall be set by the director pursuant to VMC [14.04.100\(L\)](#). (Ord. M-4391 § 1, 2022; Ord. M-4359 § 1, 2021; Ord. M-4315 § 1, 2020; Ord. M-4239 § 10, 2018; Ord. M-4193 § 4, 2017; Ord. M-4184 § 2, 2016; Ord. M-4143 § 2, 2015; Ord. M-4099 § 1, 2014; Ord. M-4032 § 1, 2012; Ord. M-4022 § 19, 2012; Ord. M-4007 § 1, 2011; Ord. M-3899 § 1, 2008; Ord. M-3755 § 16, 2006; Ord. M-3689 § 1, 2005; Ord. M-3651 § 1, 2004; Ord. M-3398, 1998; Ord. M-3337, 1997; Ord. M-3096 § 1, 1993; Ord. M-3061 § 1, 1993; Ord. M-2920 § 1, 1990; Ord. M-2913 § 1, 1990; Ord. M-2848 § 1, 1989; Ord. M-2659 § 2, 1986; Ord. M-2520 § 2, 1985; Ord. M-2278 § 1, 1982; Ord. M-2256 §§ 1-4, 1981; Ord. M-2166 § 1, 1980; Ord. M-2144 §§ 1-8, 1980)

14.04.280 Procedure for extending mains.

A. *Size of Main Extensions.* All sewer and water main extensions installed whether within or without the corporate limits of the city shall be eight inches in diameter or larger unless otherwise authorized by the director; provided, the director may require the main extensions to be larger than eight inches if it appears that the water and/or sewer needs of the area will require larger mains within the expected life of the main.

B. *Design Criteria.* Proposed water and sewer lines must be designed in accordance with master plan sizes, elevations, alignments, and capacities as found necessary by city staff for overall system development and network extensions.

C. *Development Extension Criteria.* Developing properties must at a minimum extend utility lines to the site, across the property frontage, and through the property, to allow connection and also to allow extensions for the

development of adjacent parcels. Additional off-site work may be required at the department's discretion to provide an off-site sewer line extension, or looped water main for water quality, fire protection, or system redundancy purposes. All development main extensions must be made from existing public mains.

D. *City Participation Criteria.* The director will consider requests for project participation under the conditions of VMC 14.04.235(GF) whereby SDC credits may be granted. In addition to SDC credits, the director may instead, under the same criteria as for SDC credits, authorize the contribution of city-supplied materials.

E. *Customer Expense.* All new mains and all new extensions of mains required to serve new customers shall be laid at the expense of the customers. The cost of such mains shall be assessed either by the formation of a local improvement district under Chapter 35.50 RCW, as applicable, or in lieu of formation of such district such new customers may pay to the city in cash the actual costs of the pipes, valves and fittings to be installed and the actual costs of the mains to be installed, according to the records which shall be kept by the city.

Anyone later desiring to connect a house or building to a main which has been constructed or extended by the city by means other than by formation of a local improvement district may do so only upon payment to the city, in addition to normal connection charges, of a "main line fee." Said fee shall have been computed by the director upon completion of construction of the main by dividing the cost thereof by the number of parcels of property and considering the ~~lineal~~ linear feet of each such parcel which in ~~his~~ their opinion could connect thereto either at the time of construction or later. Said fee shall be filed in the office of the department of public works and be a public record. When applicable, the "main line fee" must be paid in cash prior to connection to the main. The cost for each customer shall be ratable and computed in proportion to the whole cost according to the entire number of continuous ~~lineal~~ linear feet of frontage owned by the customer which abuts upon the street, alley or easement in which the main lies or by some other equitable method selected by the director.

F. *Terms of Payment.* The charge mentioned in subsection E of this section is in addition to any other new tap, service line, or connection charge and either must be paid in full in cash or by LID warrants before such customer shall receive water service.

G. *Requirement to Install Larger Main.* If in the judgment of the city it is to the best interests of the city and of the general locality where a new main is contemplated to install a larger main than that needed by the owners immediately abutting upon the street, alley or easement in which the main is to be placed, the city may require installation of such larger main and shall with the director's approval pay the increased difference in cost between installation of the smaller and of the larger main or supply the pipe or apply SDC credits.

H. *Development Agreement.* The city may enter into a development agreement pursuant to RCW 36.70B.170 under which a developer will construct water or sewer facilities to serve an area in which the development is located and the expense of such facilities may be reimbursed by the city through system development charge (SDC) credits pursuant to VMC 14.04.235. Anyone later desiring to connect to and use facilities constructed pursuant to such a development agreement may do so only upon payment to the city of normal connection charges. This must be paid in full in cash before such customer shall receive water or sewer service.

I. *Supervision of Connection.* The department shall not connect to or provide service to any main or pipe unless that pipe was installed under the supervision of the department engineer and approved in writing with the consent of the state health department.

J. *Conditions for Approval.* The director shall not grant such approval if the main or pipe be of inferior material or improperly constructed or likely to produce future difficulties for the department through complaints of insufficient supply or pressure, leakage or waste.

K. *Meter Accessibility.* The department shall not connect to or provide service to any main unless that pipe was installed in a public road or alley in such manner that each and every meter shall be easily accessible to the meter reader.

L. *Quality of System.* In the interest of development of desirable districts the department shall not supply nor connect to its own or by private line any recorded or unrecorded subdivision or part thereof hereafter laid out, inside or outside the city limits, unless the plat or plan of same is substantially equal in standard to that adopted by the city of Vancouver of suburban areas.

M. *Negotiating Contract.* If the foregoing regulations are complied with, and not otherwise, the department may negotiate the terms of a contract (to be approved by the city attorney and accepted by the council) for the supply of water through lines owned by others. Such supply may be at wholesale rates through a single meter or through individual service meters owned by the city. Such contract shall specify that the prevailing schedule or rate shall apply. If the supply is through individual meters, a percentage of the annual total of bills for water sold through such a system may under such contract be paid annually in one sum to the owners thereof to amortize the purchase of the system.

N. *Easement Requirements.* When public sanitary sewer and water mains are extended outside of public rights-of-way to serve new development, the mains shall be extended in easements dedicated to the city of Vancouver. The minimum easement width for a single utility main is 15 feet. Two utilities require a minimum 20-foot-wide easement. Obstructions, including fences and other structures, shall not be placed over grantee's facilities or in, upon, or over the property within such an easement without the prior written consent of the city

of Vancouver. An access easement shall also be dedicated to the city of Vancouver to provide proper access to the sewer and water easement location and infrastructure for maintenance. The development shall be responsible for constructing maintenance access roads to and through the easements in accordance with the department's standard details. (Ord. M-4359 § 1, 2021; Ord. M-4082 § 5, 2014; Ord. M-4022 § 28, 2012; Ord. M-3332 § 1, 1997; Ord. M-981 § 1; Ord. M-810 § 15, 1966; Ord. M-298, 1956; Ord. M-144 § 22, 1954)

SECTION 2. Chapter 14.08 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.08
CONNECTION TO PUBLIC SEWERS

Sections:

14.08.050 Separate connections by tee- or wye-branch required.

14.08.050 Separate connections by tee- or wye-branch required.

It is unlawful for any person to make or cause to be made any individual connection to a city sewer unless such connection is made by means of a tee- or wye-branch, using city-approved methods and materials. Every main building shall be separately connected to ~~or with~~ the public sewer unless otherwise approved by the director. Each unit within a main building that is of separate ownership shall be separately connected to the public sewer unless otherwise approved by the director. A private garage, out-building or accessory dwelling unit located on the same property may have its plumbing connected to or with the plumbing of the main building if approved by the director. (Ord. M-4359 § 2, 2021; Ord. M-4022 § 33, 2012; Ord. C-432 § 5, 1951)

SECTION 3. Chapter 14.10 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.10
PRETREATMENT ORDINANCE

Sections:

14.10.040 Definitions.

14.10.050 Prohibited Discharge Standards.

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14.10.080	Local Limits.
14.10.300	Baseline Monitoring Reports.
14.10.430	Certification Statements.
14.10.840	User Charges and Fees.
14.10.850	High Strength User Charges and Fees.

14.10.040 Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

~~A.~~ Act or “the Act.” The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

~~B.~~ *AKART*: All Known, Available, and Reasonable methods of prevention, control, and Treatment. AKART shall represent the most current methodology that may reasonably be required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution. The term “best management practices” is considered a subset of the AKART requirement.

~~C.~~ *Approval Authority*. The Washington State Department of Ecology, Water Quality Program Manager.

~~D.~~ *Authorized or Duly Authorized Representative of the User*.

1. If the User is a corporation:
 - a. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control

mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in paragraph ~~Section 14.10.040(D)~~(1-3), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

~~E.~~ *Biochemical Oxygen Demand or BOD.* The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

~~F.~~ *Best Management Practices or BMPs.* Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section [14.10.050\(A\)](#) and [\(B\)](#) of this Ordinance and 40CFR Part 403.5(a)(1) and (b). BMPs may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

~~G.~~ *Bypass.* The intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.

~~H.~~ *Categorical Pretreatment Standard or Categorical Standard.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act ([33 U.S.C. Section 1317](#)) which apply to a specific category of Users and which appear in [40 CFR Chapter I, Subchapter N, Parts 405 471](#).

~~I.~~ *Categorical Industrial User or CIU.* An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

~~J.~~ *City.* The City of Vancouver, the City Council of Vancouver, or the Director of Public Works, as appropriate.

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~~K.~~ *Control Authority.* The City of Vancouver.

~~L.~~ *Control Document.* A wastewater discharge permit or any other formal written wastewater discharge authorization or prohibition issued by the Director.

~~M.~~ *Composite Sample.* A representative composite of samples of a waste stream taken throughout the period of a calendar day or equivalent representative 24-hour period when discharges are produced by a regulated activity. Composite samplers must interface with a flow metering device to produce a representative “flow proportionate” composite sample unless the Director has determined that flow proportionate samples are not required or the analyte is not amenable to composite sampling (pH, temperature, oil, etc.).

~~N.~~ *Daily Limit or Daily Maximum Limit.* The maximum allowable discharge of a pollutant over a calendar day or equivalent representative 24-hour period. Where daily limits are expressed in units of mass, the daily discharge is calculated by multiplying the daily average concentration and total flow volumes in the same 24-hour period by a conversion factor to get the desired units. Where daily limits are expressed in terms of a concentration, the daily discharge is the composite sample value, or flow weighted average if more than one discrete sample was collected. Where flow weighting is infeasible, the daily average is the arithmetic average of all samples if analyzed separately, or the sample value if samples are composited prior to analysis.

~~O.~~ *Director.* The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance. The term also means a duly authorized representative of the Director.

~~P.~~ *Discharge.* Is the same as Indirect Discharge.

Disruption. A discharge which causes (either by itself or in combination with other discharges) a deleterious impact on the structure, function, operation, or maintenance of the POTW, including an increase in maintenance or risk of harm to persons.

~~Q.~~ *Domestic User or Residential User.* Any Person who contributes, causes, or allows the contribution of wastewater to the City POTW that the City determines is of similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include kitchen wastes, human wastes, and housekeeping cleaning materials in volumes and/or concentrations normally discharged from these classes of Users and typically include up to 100 gallons per capita per day, 0.2 pounds of BOD per capita per day, and 0.17 pounds of TSS per capita per day.

~~R.~~ *Environmental Protection Agency or EPA.* The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official.

~~S.~~ *Existing Source.* Any source of discharges subject to Categorical Standards and discharging prior to the promulgation of those Standards or otherwise not meeting the definition of a “New Source” in this Section.

~~T.~~ *Grab Sample.* A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

~~U.~~ *High Strength User.* Any User who, in any given month, discharges non-domestic wastewater which is found to contain a monthly average of more than five hundred (500) pounds per day ~~each~~ of BOD ~~and~~ or five hundred (500) pounds per day of total suspended solids (TSS). Food service establishments that properly implement Best Management Practices (BMPs), and any User classified as an Electronics Customer in VMC 14.04.230, will not be considered a High Strength User.

~~V.~~ *Indirect Discharge or Discharge.* The introduction of pollutants into the POTW from any User or non-domestic source subject to this Ordinance or other State or Federal regulations.

~~W.~~ *Industrial User.* Is the same as User.

~~X.~~ *Industrial Waste.* Any solid, liquid, or gaseous waste resulting from any industrial, manufacturing, trade, health service, educational institution, business, laboratory, research establishments or facility, or from the development, recovery, or processing of natural resources, excluding domestic waste; any non-domestic waste.

~~Y.~~ *Industrial Wastewater.* Wastewater, non-domestic wastewater, process wastewater or any liquid wastestream resulting from any industrial, manufacturing, trade, or business process; or from the development, recovery, or processing of natural resources.

~~Z.~~ *Instantaneous Limit.* The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. For analytes for which Users must take a grab sample for compliance purposes, this standard is the same as the daily maximum limit. For all other pollutants the instantaneous limit shall be twice the daily maximum limit. For analytes for which Users must take a composite sample for compliance purposes, this standard is twice the daily maximum limit.

~~AA.~~ *Interference.* A discharge which causes (either by itself or in combination with other discharges) a violation of the City’s NPDES permit(s) or prevents the intended sewage sludge use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment

processes. For example, a discharge from a User which causes a blockage resulting in a discharge at a point not authorized under the City's NPDES permit(s).

~~BB~~. *Local Limits*. Effluent limitations developed for Users by the Director to specifically protect the POTW from the potential of Pass Through, Interference, and intended biosolids uses. Such limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater.

~~CC~~. *Minor Industrial User or MIU*. Any Industrial User that does not otherwise qualify as a Significant Industrial User of the POTW and is identified by the Director as having the potential to discharge wastewater that, when taken into account with the wastewaters of other Industrial Users, may have a significant impact on the POTW; or is classified as such by the Director.

~~DD~~. *Medical Waste*. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

~~EE~~. *Monthly Average*. The arithmetic mean of the effluent sample results collected during a calendar month or specified 30-day period. Where composite samples are required, grab samples taken for process control or by the Control Authority are not to be included in a monthly average.

~~FF~~. *Monthly Average Limit*. The limit to be applied to the monthly average to determine compliance with the requirements of this Ordinance.

~~GG~~. *New Source*.

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining

whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

- a. Begun, or caused to begin, as part of a continuous onsite construction program,
 - i. Any placement, assembly, or installation of facilities or equipment; or
 - ii. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities that is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts, which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

~~HH.~~ *Non-Discharging Categorical Industrial Users or NDCIU's.* Any Person that generates wastewater subject to a Categorical Standard that does not discharge those wastewaters subject to the Categorical Standard to the POTW. NDCIU's are considered a potential source of indirect discharge.

~~H.~~ *Non-Contact Cooling Water.* Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Non-Contact Cooling Water may contain protective additives.

~~HH.~~ *Pass Through.* A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit(s), including an increase in the magnitude or duration of a violation.

~~KK~~. *Person*. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

~~LL~~. *pH*. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in standard units. pH is an expression of the intensity of the alkaline or acid condition of a liquid. The pH may range from 0 to 14, where 0 is most acid and 14 most alkaline.

~~MM~~. *Pollutant*. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, Carbonaceous Oxygen Demand, toxicity, or odor).

~~NN~~. *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

~~OO~~. *Pretreatment Facilities*. Wastewater treatment equipment, unit, device, facility or portions thereof designed for providing pretreatment of wastewater.

~~PP~~. *Pretreatment Requirements*. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

~~QQ~~. *Pretreatment Standards or Standards*. Pretreatment Standards shall mean discharge prohibitions (Section [14.10.050](#)), Categorical Pretreatment Standards (Section [14.10.060](#)), State Pretreatment Standards (Section [14.10.070](#)), local limits (Section [14.10.080](#)), and site specific limits based on potential for vapor toxicity, explosion, sewer corrosion, or other detrimental effects to the POTW.

~~RR~~. *Publicly Owned Treatment Works or POTW*. A treatment works, as defined by Section 212 of the Act ([33 U.S.C. Section 1292](#)), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

~~SS~~. *Residential User*. Is the same as a Domestic User.

~~TT~~. *Septage*. “Is the same as Septic Tank Waste.

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~~UU.~~ *Septic Tank Waste or Septage.* Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The Director may also consider wastes from chemical toilets, campers, trailers, or cesspools to be septic tank waste so long as they are absent chemicals at concentrations which might inhibit biological activity at the POTW.

~~VV.~~ *Sewage.* Human excrement and gray water (from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities).

~~WW.~~ *Significant Industrial User or SIU.* Except as provided in paragraph (3) ~~below of Section 14.10.040(WW)~~, a Significant Industrial User is:

1. A User subject to Categorical Pretreatment Standards; or
2. A User that:
 - a. Discharges an average of twenty five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement.
3. Upon a finding that a User meeting the criteria of paragraph 2 above in Section 14.10.040(WWXX)(2) has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in [40 CFR 403.8\(f\) \(6\)](#), determine that such User should not be considered a Significant Industrial User.

~~XX.~~ *Slug Load or Slug Discharge.* Any discharge of a non routine, episodic nature, including but not limited to an accidental spill or a non customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or permit conditions. This includes discharges at a flow rate or concentration which could cause a violation of the prohibited discharge Standards of Section [14.10.050](#) of this Ordinance.

~~YY.~~ *Standards.* Is the same as Pretreatment Standards.

~~ZZ.~~ *Storm Water.* Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~AAA.~~ *Total Suspended Solids or TSS.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

~~BBB.~~ *User or Industrial User.* Any Person that does not qualify as a Domestic User and is a source, or potential source, of indirect discharge.

~~CCC.~~ *Wastewater.* Any combination of liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~DDD.~~ *Wastewater Treatment Plant or Treatment Plant.* That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. (Ord. M-3970 §2, 2010)

14.10.050 Prohibited Discharge Standards.

A. *General Prohibitions.* No User or Domestic User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through, ~~or~~ Interference or Disruption. These general prohibitions apply to all Users and Domestic Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or requirements.

B. *Specific Prohibitions.* No User shall introduce or cause to be introduced into the POTW any of the following pollutants, substances, or wastewater:

1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair or are in any way injurious to the operation of the system or operating personnel. This includes waste streams with a closed cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in [40 CFR Part 261.21](#).
2. Wastewater having a pH less than 5.5 or more than 10.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. Discharges outside this pH range may be authorized by a permit issued by the City pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH.

3. Solid or viscous substances in amounts which may cause obstruction to the flow in the sanitary sewer or other Interference with the operation of the sanitary sewer system or POTW. In no case shall solids greater than 1/4 inch (0.64 cm) in any dimension be discharged. Specifically prohibited substances in amounts that produce interference include, but are not limited to: grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
5. Wastewater having a temperature which will interfere with the biological activity in the POTW, has detrimental effects on the collection system, or prevents entry into the sanitary sewer. In no case shall wastewater be discharged which causes the wastewater temperature at the treatment plant to exceed 104 degrees F (40 degrees C).
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Pass Through or Interference.
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Trucked or hauled pollutants, except at discharge points designated by the Director in accordance with Section [14.10.140](#) of this Ordinance.
9. The following are prohibited unless approved by the Director under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment sewage flows due to septic conditions (as required under WAC [173-216-050](#)):
 - a. Non-contact cooling water in significant volumes;
 - b. Stormwater, or other direct inflow sources; and
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the POTW.

10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sanitary sewers for maintenance or repair.
11. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit(s).
12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations.
13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted water, unless specifically authorized by the Director.
14. Sludges, screenings, or other residues from the pretreatment of industrial wastes.
15. Medical wastes, except as specifically authorized by the Director.
16. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
17. Detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.
18. Fats, oils, or greases of animal or vegetable origin in amounts that may cause obstructions or maintenance problems in the sanitary sewer system or in the POTW, or Total Petroleum Hydrocarbon (non-polar oil and grease) concentrations that exceed fifty (50) mg/L.
19. Wastewater causing any single reading over ten percent (10%) of the lower explosive limit based on an explosivity meter reading at the point of discharge into the POTW or at any point in the POTW.
20. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permit(s).
21. Any dangerous, extremely hazardous, or hazardous wastes as defined in rules or regulations published by the Washington State Department of Ecology or by EPA, except as specifically approved by the Director.

22. Any persistent pesticide and/or pesticides regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA) as amended.

23. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or create Interference with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed the limitation set forth in Categorical Pretreatment Standards, or State or local Standards.

24. Any substance which may cause the POTW's effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or which causes Interference with the reclamation process. In no case shall a substance be discharged to the POTW that will cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; or with any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act; or with the Clean Air Act, the Toxic Substances Control Act, or State Standards applicable to the sludge management method being used.

25. Any slug load as defined in this Ordinance, or any pollutant, including oxygen demanding pollutants, released in a single extraordinary discharge episode or such volume or strength as to cause Interference to the POTW; or released with a flow rate exceeding the permitted peak flow, or ten percent (10%) of the capacity of the available trunk sewer, whichever is greater.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW. (Ord. M-3970 §2, 2010)

14.10.080 Local Limits.

A. The Director may establish and periodically modify local limits pursuant to 40 CFR Part 403.5(c) based upon the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater using a method approved by the Approval Authority.

B. Unless the Director determines that the public health or safety require an earlier implementation, any modification the Director establishes to the local limits in Table 14.10.080-1 shall not go into effect until thirty days after reasonable notice of the changes is provided to the public and Persons known to the City who may discharge wastewater containing analytes subject to such local limits.

C. The pollutant limits in Table 14.10.080-1 are established to protect against Pass Through and Interference and reflect the application of reasonable treatment technology. No Significant Industrial User or Categorical Industrial User shall discharge wastewater in excess of the daily maximum limits shown in Table 14.10.080-1 unless authorized in writing by the Director. The Director may also apply the pollutant limits in Table 14.10.080-1 to other Users through the issuance of a control document.

D. The local limits shown in Table 14.10.080-1 apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Director may impose mass limits in addition to, or in place of, concentration based limits.

E. Significant Industrial Users and Categorical Industrial Users shall also be subject to “instantaneous limits” (as determined by a grab sample) of equal to twice the “daily maximum” concentration limit identified in Table 14.10.080-1 for any pollutant for which a composite sample is required in a permit. This provision is not applicable to SIU’s and CIU’s without the permit requirement to collect a composite sample for the analyte in question.

Table 14.10.080-1: Initial Local Limits (Subject to Director Modification)

Analyte	Daily Maximum Concentration Limit	Instantaneous Concentration Limit
Arsenic	0.22 mg/L	0.44 mg/L
Cadmium	0.14 mg/L	0.28 mg/L
Chromium	7.22 mg/L	14.44 mg/L
Chromium (hexavalent)	4.28 mg/L	8.56 mg/L
Copper	3.67 mg/L	7.34 mg/L
Cyanide	0.47 mg/L	0.94 mg/L

Analyte	Daily Maximum Concentration Limit	Instantaneous Concentration Limit
Lead	0.44 mg/L	0.88 mg/L
Mercury	0.008 mg/L	0.016 mg/L
Molybdenum	0.42 mg/L	0.84 mg/L
Nickel	0.90 mg/L	1.80 mg/L
Selenium	0.31 mg/L	0.62 mg/L
Silver	1.13 mg/L	2.26 mg/L
Thallium	0.53 mg/L	1.06 mg/L
Zinc	1.64 mg/L	3.28 mg/L

F. No User shall discharge wastewater in excess of the daily maximum limits shown in Table 14.10.080-2 unless authorized in writing by the Director. The standard limits in Table 14.10.080-2 apply at the point where the wastewater is discharged to the POTW.

Table 14.10.080-2: Standard Limits

Analyte	Daily Maximum Concentration Limit
Hydrocarbon based oil and grease	50 mg/L
Minimum pH	5.5 standard units

Analyte	Daily Maximum Concentration Limit
Maximum pH	10.0 standard units

G. A High Strength User is defined in VMC 14.10.040 ~~any User who, in any given month, discharges wastewater found to contain a monthly average of more than five hundred (500) pounds per day each of Biochemical Oxygen Demand and five hundred (500) pounds per day of Total Suspended Solids. It shall be the responsibility of each User with the potential to meet the definition of a High Strength User to notify the Control Authority and apply for a permit.~~ High Strength Users ~~must apply for a permit and~~ shall be subject to charges as determined by the Director ~~and as amended and~~ under the authority of this Ordinance ~~up to any maximum loading limit established by permit.~~

H. The Director shall use the individual permit process to establish ceiling limits for compatible pollutants and appropriate discharge limits for all other pollutants not listed in Section 14.10.080. This includes pollutants subject to regulation under RCRA, volatile or semi-volatile organic compounds, halogenated or brominated compounds, poly-aromatic hydrocarbons, polymers, surfactants, pesticide active ingredients, and any other pollutant identified by the Director.

I. The Director may establish and require Best Management Practices for any category of User or type of industrial process which creates a non-domestic waste stream. Such requirements may be applied either in lieu of or in addition to the local limits of Section 14.10.080. BMPs may also include alternative limits which may be applied at the end of a specific process or treatment step instead of at the combined effluent. (Ord. M-3970 §2, 2010)

14.10.300 Baseline Monitoring Reports.

A. When Categorical Standards for an industry category are published (promulgated), Users that perform that process and either currently discharge or are scheduled to discharge wastewater from the process to the POTW, must submit a “baseline monitoring report” to the Director. This report must contain the information listed in Section 14.10.300(C). The report is due within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, unless the final administrative decision on a category determination comes later.

B. Users that wish to begin discharging wastewater to the POTW from operations subject to Categorical Pretreatment Standards after EPA has published the Standards (called New Sources), shall submit a “baseline

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monitoring report” to the Director containing the information listed in Section 14.10.300(C). However, for New Sources, the report must be provided at least one hundred twenty (120) days before desiring to discharge. New Sources shall describe the method of pretreatment they intend to use to meet applicable Categorical Pretreatment Standards. Because monitoring data will not be available for proposed facilities, New Sources instead must provide estimates of the anticipated flow rates and quantity of pollutants to be discharged.

C. The baseline monitoring report shall include the following information:

1. All information required in Section 14.10.190(A)(1) through Section 14.10.190(A)(8).
2. Additional conditions for Existing Sources measuring pollutants.
 - a. Users shall take a minimum of one representative sample to compile the data for the baseline monitoring report.
 - b. Users shall take samples immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If the User mixes other wastewaters with the regulated wastewater prior to pretreatment, the User must provide the flows and concentrations necessary to apply the combined wastestream formula of Section 14.10.060(C) and 40 CFR Part 403.6(e). Where the User wants an alternate concentration or mass limit, and it is allowed by federal rules at 40 CFR Part 403.6(e), the User shall propose the adjusted limit and provide supporting data to the Control Authority.
 - c. Sampling and analysis shall be performed in accordance with Section 14.10.400 (sample collection), and Section 14.10.390 (sample analysis).
 - d. The Director may allow the report to use only historical data if the data is good enough to allow the evaluation of whether (and which) industrial pretreatment measures are needed.
 - e. The baseline monitoring report shall indicate the time, date, and place of sampling, methods of analysis. The User shall certify that the sampling and analysis presented is representative of normal work cycles and expected pollutant discharges to the POTW.
3. *Compliance Certification.* A statement, reviewed by the User’s authorized representative as defined in Section 14.10.040(D) and certified by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment steps are required to meet the Pretreatment Standards and requirements.

4. *Compliance Schedule.* While New Sources must install the treatment required to meet the Pretreatment Standards prior to operation, Existing Sources may be granted a compliance schedule where they must provide additional pretreatment and/or O&M to meet the Pretreatment Standards. In such cases, the User shall propose the shortest schedule by which they can provide the additional pretreatment and/or O&M. The completion date which the User proposes in this schedule may not be later than the compliance date established for the applicable Pretreatment Standard. Any compliance schedule authorized pursuant to this Section must also meet the requirements set out in Section 14.10.310 of this Ordinance.

5. *Signature and Report Certification.* All baseline monitoring reports must be certified in accordance with Section 14.10.430(A) of this Ordinance and signed by an authorized representative as defined by Section 14.10.040(D). (Ord. M-3970 §2, 2010)

14.10.430 Certification Statements.

A. The following certification statement must be signed by an authorized representative as defined by Section 14.10.040(D) and included when submitting:

1. A permit (re-)application in accordance with Section 14.10.200;
2. A baseline monitoring report under Section 14.10.300;
3. A report on compliance with the Categorical Pretreatment Standard deadlines under Section 14.10.320; or
4. A periodic compliance report required by Section 14.10.330(A) through Section 14.10.330(D).

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

(Ord. M-3970 §2, 2010)

14.10.840 User Charges and Fees.

Users shall be subject to appropriate charges and fees as determined by the Director and as provided in VMC 14.04 as amended.

A. Sanitary sewer use service charges are hereby established and imposed upon each User of the POTW for discharge of industrial wastewater. Said charges are based upon the cost to the City of maintaining, and further improving facilities at the Wastewater Treatment Plant(s) to meet all regulations for the secondary treatment of industrial wastewater and also take into consideration the cost of service to such customers, the quantity, quality and times of delivery of such industrial wastewater, the history of capital contributions to the POTW by such Users, and the present need of the POTW relating to industrial wastewater.

B. Users not meeting the definition of a High Strength User shall pay, for that month, a sanitary sewer use fee equal to that of a ~~Commercial, or Industrial, Government, or Electronics~~ customer as imposed by VMC 14.04 as amended.

C. If the entire water supply that generates the industrial wastewater is separated from the water supply that generates the domestic sewage, or waters not discharging to the POTW, the industrial wastewater charge shall be based upon the metered volume of water used for industrial activities. If the process that generates industrial wastewater is not separately supplied or separately metered, then the industrial wastewater charge shall be based upon either the metered volume of water used from public and/or private supplies or the measured volume of total wastewater, with appropriate allowances for the volume of domestic sewage and allowance for other waters not discharged to the POTW. The domestic sewage allowance shall be based on one thousand cubic feet (1,000 ft³) per month for each nine (9) employees using the sanitary sewer facilities. The domestic sewage allowance should be subject to such charge as is contemplated for general commercial customers by VMC 14.04 as amended. The rates of charge and methods of determining wastewater strength are set forth in this Part. The Director shall approve flow measurement methods necessary for assessment of such charges. (Ord. M-3970 §2, 2010)

14.10.850 High Strength User Charges and Fees.

Users meeting the definition of a High Strength User shall be subject to appropriate charges and fees as determined by the Director.

A. A monthly sanitary sewer charge for flow is levied on each High Strength User discharging directly to the POTW. This charge is at a rate as determined by the Director and is based upon the measured volume of total wastewater discharged to the POTW or metered water consumption.

B. Rates for strength of ~~industrial~~ non-domestic wastewater from High Strength Users are established as determined by the Director for each pound of BOD and each pound of TSS discharged to the POTW ~~suspended solids as determined by the Director.~~

C. ~~Industrial w~~Wastewater samples taken for the purpose of determining charges are to be taken by authorized representatives of the Director or as otherwise determined by the Director. The samples taken shall be twenty-four (24) hour composite samples, obtained through flow-proportioned composite samples, where feasible. Charges shall ~~apply as specified in Section 14.10.850(B), as determined on the basis of at least one be based on analysis of~~ twenty-four (24) hour flow proportioned or timed samples, ~~analysis to be obtained twice-per month and such analyses averaged for each month; provided, a new average for strength of industrial wastewater may be computed, regardless of previous averages, when changes in preliminary treatment or industrial process changes have been made which are expected to significantly change the average strength of the wastewater. Results from a minimum of two samples shall be averaged for each month. Charges shall be based on the average of results for the month.~~

D. Sampling procedures and methods to determine the mean wastewater strength for the purpose of determining charges shall be conducted by or under the direction of the Director. Samples shall involve a twenty-four (24) hour flow-proportioning or timed sampling device, where feasible, and be in accordance with methods as prescribed in Section 14.10.390 and Section 14.10.400 of this Ordinance. Sampling shall be conducted at sampling manholes or other locations adjudged by the Director to be suitable points from which samples would be representative, either singly or with other samples, of the industrial wastewater to be sampled. Samples shall be analyzed by an accredited laboratory as required by Chapter 173-50 WAC. (Ord. M-3970 §2, 2010)

SECTION 4. Chapter 14.24 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.24

EROSION CONTROL

Sections:

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14.24.060 Specific compliance requirements.

14.24.060 Specific compliance requirements.

A. *Inspection.* Prior to commencement of land disturbing activities, ~~the City shall be contacted to obtain a~~ City site erosion control inspection shall be scheduled and approved utilizing the City's inspection scheduling system. ~~Contacting the City to obtain~~ Scheduling the site inspection is the responsibility of the property owner on whose parcel the land-disturbing activity occurs and the person undertaking such activities. In addition, if the land-disturbing activity involves a city-issued permit, the permit holder, and the general contractor are also responsible for meeting this requirement.

B. *Preserve Vegetation/Mark Clearing Limits.* Retain the duff layer, native top soil, and natural vegetation in an undisturbed state to the maximum degree practicable. Prior to beginning land disturbing activities, including clearing and grading, clearly mark all clearing limits for critical areas and their buffers, and trees that are to be preserved within the construction area. Clearing limits for critical areas and their buffers, and for tree, vegetation, and soil conservation, shall be in compliance with all applicable requirements set forth in relevant chapters of the Vancouver Municipal Code.

C. *Construction Access Route.* Construction vehicle access shall be limited to one route, unless additional access is approved by the Director. Access points shall be installed as required by the Stormwater Manual and the General Requirements to minimize the tracking of sediment, mud or debris onto paved surfaces, public and private roads.

D. *Sediment Removal from Roadways, Paved and Impervious Surfaces.* If sediment, mud or debris is transported onto a road, paved or impervious surface, the roads, paved and impervious surfaces shall be cleaned thoroughly at the end of each workday or more often if necessary. Significant soil deposits shall be removed from roads, paved and impervious surfaces by shoveling and sweeping and shall be transported to a controlled sediment disposal area. Street washing is not allowed unless approved by the Director and only after sediment is removed in the manner described above.

E. *Stabilization of Denuded Areas.* All exposed soils shall be stabilized in a timely manner, by suitable application of BMPs, including but not limited to sod or other vegetation, plastic covering, mulching or crushed aggregate on areas to be paved. All exposed and disturbed soils shall be stabilized by the appropriate BMP. During the period from October 1st to April 30th no soil shall be exposed for more than two days. From May 1st to September 30 no soil shall be exposed more than seven days. All BMPs shall be selected, designed and maintained in accordance with the Stormwater Manual and the General Requirements.

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F. *Protection of Water Bodies and Adjacent Properties including Right-of-Way.* Water bodies, adjacent properties, and right-of-way shall be protected from sediment deposition by appropriate use of vegetative filter strips, sediment barriers or filters, dikes or mulching or by a combination of these measures and other appropriate BMPs.

G. *Sediment Traps or Ponds.* Stormwater runoff from disturbed areas shall pass through a sediment pond, sediment trap or other approved BMP system.

H. *Storm Drain Inlet Protection.* All storm drain inlets shall be protected by approved BMPs which shall be operable, properly installed, and maintained according to the Stormwater Manual and the General Requirements.

I. *Stormwater Facility Protection.* Permanent stormwater facilities shall be isolated and protected from sedimentation by approved BMPs which shall be operable, properly installed and maintained according to the Stormwater Manual and the General Requirements. Permanent facilities may be approved by the Director for temporary use during construction in compliance with the Stormwater Manual. Temporary erosion ponds shall be placed, operated, and maintained as specified in the General Requirements and approved plans.

J. *Protect Low Impact Development BMPs.* Protect LID BMPs from compaction and sedimentation.

K. *Maintenance.* All erosion prevention and sediment control BMPs shall be regularly inspected and maintained to ensure continued performance of their intended function. A log of erosion prevention and sediment control BMP maintenance shall be provided and kept as a permanent record. The maintenance log shall be kept in a designated on-site location. Construction sites shall be inspected at least once a week and after each rainfall event.

L. *Removal of Temporary BMPs.* All temporary erosion and sediment control BMPs shall be removed within thirty (30) days after final site stabilization. Disturbed soil areas resulting from BMP removal shall be properly stabilized.

M. *Certified Erosion and Sediment Control Lead (CESCL).* All land-disturbing activities shall be supervised by an individual who shall have successfully completed formal training in erosion and sediment control by a recognized organization acceptable to the Washington State Department of Ecology. A certification of successful completion of such training shall be submitted at the pre-construction conference. This certification requirement shall not apply to single-family homeowners acting as their own contractor and engaging in development or land-disturbing activity on their own property.

N. *Underground Utility Construction.* For construction of underground utility lines, excavated material shall be properly managed in accordance with the Stormwater Manual and shall be subject to the following additional requirements:

1. The length of trench opened at one time shall be minimized.
2. Trenches shall be topped and maintained with clean rock until paving occurs.
3. Trench dewatering devices shall discharge into an approved, operating, and properly maintained BMP.

O. *Financial Liability.* Performance bonding or other appropriate financial instruments, may be required for all development, redevelopment projects that include the creation or addition of five thousand square feet, or greater, of new impervious surface area, and/or land-disturbing activity of one acre or greater.

P. *Construction Stormwater Pollution Prevention.* Compliance with Minimum Requirement #2, Construction Stormwater Pollution Prevention Plan, shall be achieved for an individual site of land-disturbing activities if the site is covered under the Washington State Department of Ecology's General NPDES Permit for Stormwater Discharges Associated with Construction Activities and is fully implementing the requirements of that permit.

Q. If the BMPs applied to a site are insufficient to prevent sediment from reaching water bodies, adjacent properties or public right-of-way, then the Director shall require additional BMPs. (Ord. M-4179 §27, 2016; Ord. M-3920 §2, 2009)

SECTION 5. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 6. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

SECTION 7. Effective date. This Ordinance shall become effective as of January 1, 2024, following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the water, sewer and surface water utility miscellaneous fees and regulations, amending Chapters 14.04, 14.08, 14.10, and 14.24 of the Vancouver Municipal Code; providing for savings, severability and an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report: 228-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT 2023 Second Supplemental Budget

Key Points

1. Budget adjustments are made twice each year to reflect changes in revenues and expenditure needs that occur after the budget is adopted.
2. The Second Supplemental of 2023 includes a total increase in the City's 2023-24 appropriation for all funds of \$150.4 million.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The second supplemental of 2023 includes administrative items, expenditures associated with new external revenues, adjustments to capital projects as well as a small number of other high priority items.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2023 Second Supplemental Budget totals \$150.4 million. An increase of \$87 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$63.4 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$53.2 million in city resources; of that amount, the General Fund's share is \$9 million.

Appropriation increases to the General, Street and Fire funds total \$44.3 million over the biennium. Major items are summarized below.

- Miscellaneous grants include: Justice Assistance Grants (JAG) for adult and child CPR training and leadership conferences; Internet Crimes Against Children Grant providing training and supplies; Fire Project Home Safe grants to support the zero-ignition fire initiative and risk reduction efforts within high-risk and vulnerable

populations; State Homeland Security Program and Assistance to Firefighters grants for equipment and training; Department of Commerce (DOC) grant to conduct feasibility studies on solar and storage system; DOC grants to support climate policy development, middle housing code development and growth management act work; and Washington State Department of Transportation (WSDOT) grant to support Homeless Assistance and Resources Team (HART) outreach on WSDOT right of ways and operations of Safe Stay Communities.

- New administrative items include: reclassification of 56 Firefighters to Fire Engineers and other compensation changes consistent with the ratified 2023-25 Fire Suppression contract; increase of Clark Regional Emergency Services Agency (CRESA) fees in 2024, driven by the City's Public Safety needs; additional funding for street light materials and an upgrade of street lights in the Downtown; police callback and overtime increase due to all vacancies being filled and increased call volume; replacing/upgrading Public Order Specialist Team (POST) equipment; increase of health insurance rates in 2024, coupled with the City's one time contribution towards the cost increase for 2024; an appropriation for recording fees associated with leasing city-owned parcels for development (Waterfront Gateway Ground Lease); updated appropriation for Safe Parks and Safe Stay 1, 2, and 3, driven by a significant cost increase to manage the sites; one-time property acquisition funding for economic development and an increase for the Southwest Humane Society Contract.

The remaining appropriation increase relates to changes in other operating city funds. Major changes are summarized below:

- Significant increase in the City's 2024 health insurance rates; increase in 2023 Workers Compensation claims and the significant cost increase on liability insurance; increased costs to purchase or replace a number of large vehicles, including the Bucket Truck, TV Van, Easement Machine, Wastewater Pump Truck, Special Weapons and Tactics (SWAT) Bearcat vehicle, as well as an increase in appropriation for fleet maintenance parts; buy back of City Hall Permit Center Condo from the Building Fund; sale of half of 521 Chkalov Building to Building Fund; Construction Services relocation from East Precinct to a newly leased facility; and design funding to update the Water Center Exhibits.

The total net Capital Budget appropriation of \$63.4 million (including capital funding) is included in the Second Supplemental of 2023. Expenditures by project are outlined in Attachment C to the ordinance. Capital funding transfers supporting the City's capital projects budget totals \$17.7 million. Highlights of major capital changes are listed below:

- General Capital/Asset Management projects totaling \$32.3 million:
 - Esther Short Park Bell Tower Remodel
 - Chkalov Building Remodel
 - Allocation of ARPA funds to specific Fourth Plain for All projects after extensive public outreach to residents Economic Development Acquisition
 - Economic Development Acquisition
 - Police Training Center Facility Evaluation
 - East Precinct Police Building Remodel
 - Howard House Roof Replacement
- Parks Capital projects totaling a \$4.1 million reduction:
 - Vancouver Innovation Center Land Acquisition Increase
 - Shaffer Community Park Development Increase

- Fisher Basin Community Park Sport Court Conversion
- Bagley Community Park Development Cost Reduction
- Streets/Transportation Capital projects totaling \$15 million:
 - Main Street – 5th to 15th (ARPA)
 - Fourth Plain for All (ARPA / Reallocation)
 - 137th Ave Corridor – 49th to Fourth Plain
 - Fourth Plain – 62nd – Andresen Multiuse Path
 - Main Street – 5th to 15th (ARPA)
- Water and Wastewater Capital projects totaling \$2.1 million.

Attachment B of the ordinance outlines changes to full-time equivalent (FTE) employees, with an overall net new increase of 12.0 FTEs recommended in the 2023 Second Supplemental. Staffing changes are listed below:

- Updating Public Works FTE count to support the first phase of the reorganization, which includes adding a Deputy Public Works Director, a Wastewater Treatment Civil Engineer, and a Wastewater Operations Superintendent, as well as eliminating two vacant positions (Solid Waste Senior Support Specialist and Water Facilities Assistant).
- Converting seven part-time Customer Service Representatives to 3.5 FTEs within Parks, Recreation, & Cultural Services and converting two part-time Clark Vancouver Television Video (CVTV) Video Director/Editors and one Associate Video Producer to 1.5 FTEs.
- New (1.0 FTE) Transportation Planning Program Manager to better support new Complete Streets planning project needs.
- New (1.0 FTE) Police Records Specialist to support the additional public disclosure requests related to the footage captured by the body worn cameras within the Police Department.
- New (1.0 FTE) Plans Review Supervisor within the Development Review division of Community Development.
- New (1.0 FTE) Homeless Response Coordinator to support current and future homeless response programs.
- New (1.0 FTE) Capital Projects Manager in the Facilities Maintenance division of General Services to better manage smaller contractors working on City capital projects.
- New (1.0 FTE) Human Resources Analyst to support an upcoming City-wide classification and compensation project currently slated for 2024.

Attachment D to the Ordinance includes recommended 2024 adjustments to the non-union pay ranges.

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Disadvantage(s)

Proposed supplemental recommends spending a net amount of \$53.2 million of existing city

resources across all funds.

Budget Impact

The 2023 Second Supplemental increases the City's 2023-24 appropriation by \$150.4 million.

Action Requested

On Monday, December 18, subject to second reading and a public hearing, approve the ordinance.

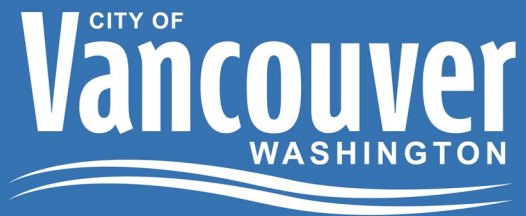
Shannon Olsen, Budget Manager, 360-487-8497

ATTACHMENTS:

- ▣ Presentation
- ▣ Ordinance - 2023 Second Supplemental
- ▣ Attachment A
- ▣ Attachment B
- ▣ Attachment C
- ▣ Attachment D

2023 Second Supplemental Budget

Shannon Olsen
Budget Manager
Finance Department



2023 Second Supplemental Overview & Background

Review major items included in the 2023 Second Supplemental Budget

Appropriation:

- Operating & Capital Budget
- FTE changes

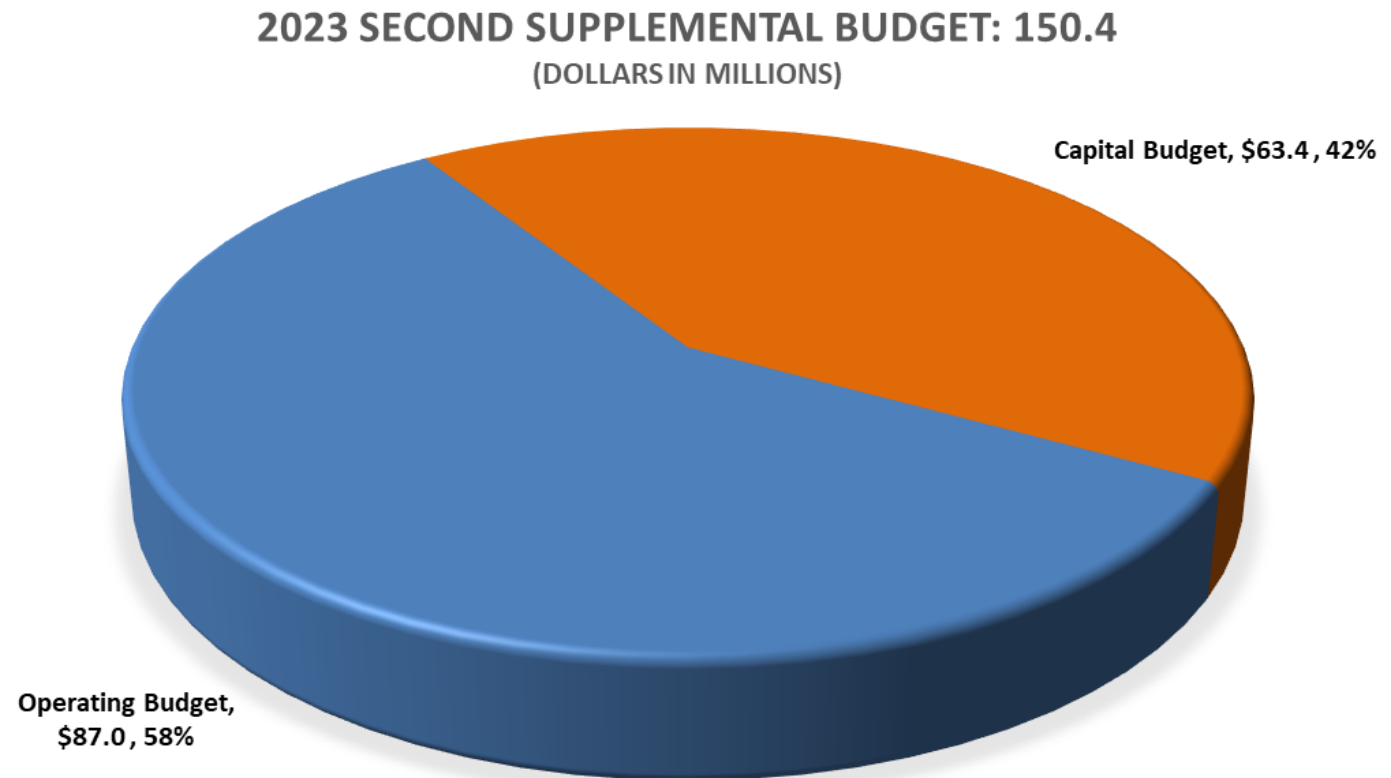
Background:

Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.

- Council Approval is required for increases in appropriations and staffing.

2023 Second Supplemental Operating and Capital Budget

- 8.0% increase to the current biennium budget bringing the revised total to \$2.03B overall
- Total net impact: \$53.2M city-wide
- Net Impact on the General Fund: \$9.0M utilization of undesignated cash balance



2023 Second Supplemental Budget — 2

2023 Second Supplemental Budget Appropriation

Total 2023 Second Supplemental: \$150.4M

Operating Budget
\$87.0M

Capital Budget
\$63.4M

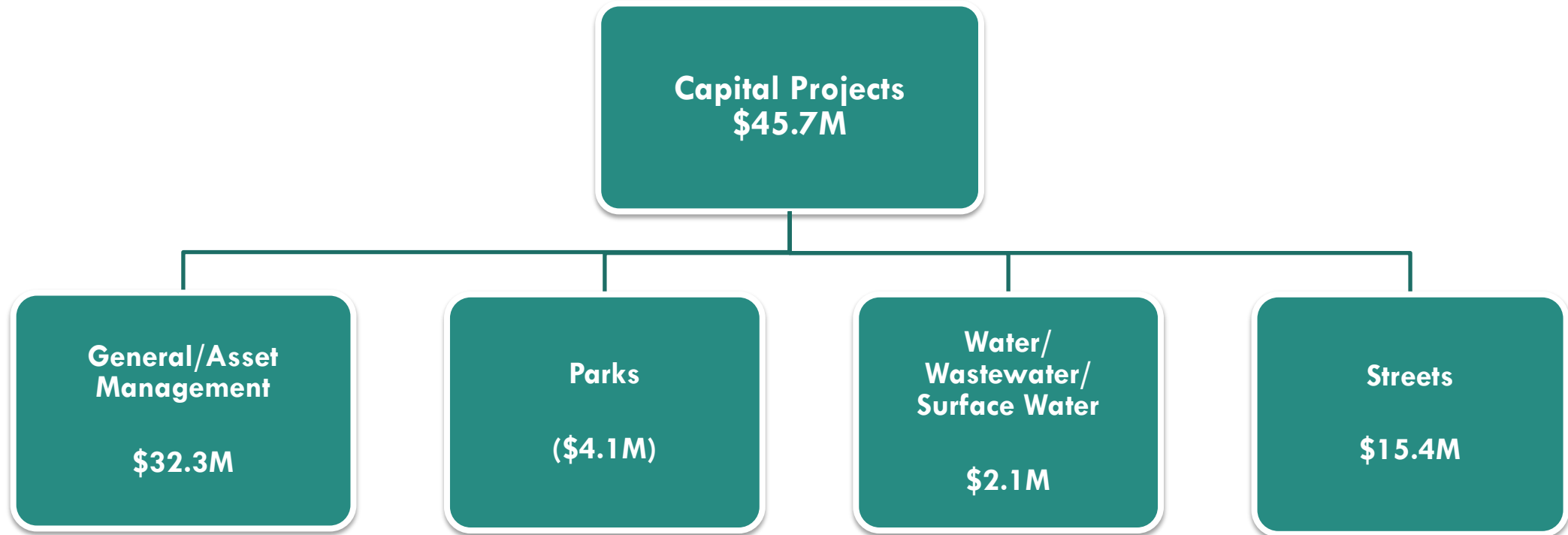
General, Street,
Fire Funds
\$44.3M

Other Operating
Funds
\$42.7M

Capital Projects
\$45.7M

Funding
Transfers
\$17.7M

2023 Second Supplemental: Capital Projects



FTE Summary: Net New 12.0 FTEs

Public Works (PW) (1.0 FTEs)	Public Safety & Parks (4.5 FTEs)	Community & Economic Development (2.0 FTE)	Internal Services (4.50 FTEs)
• Add 1.0 FTE, Deputy Public Works Director • Add 1.0 FTE, Wastewater Treatment Civil Engineer • Add 1.0 FTE, Wastewater Operations Superintendent • Reduce 1.0 FTE, Solid Waste Senior Support Specialist • Reduce 1.0 FTE, Water Facilities Assistant	• Add 1.0 FTE, Police Records Specialist • Add 3.5 FTE, Parks, Recreation and Cultural Services Customer Service Representatives	• Add 1.0 FTE, Transportation Planning Program Manager • Add 1.0 FTE, Plans Review Supervisor	• Add 1.0 FTE, Homeless Response Coordinator • Add 1.0 FTE, Facilities Projects Manager • Add 1.0 FTE, Human Resources Analyst • Add 1.0 FTE, Clark Vancouver Television Video (CVTV) Director/Editor • Add 0.50 FTE, CVTV Associate Video Producer

1. Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B



Questions and Discussion

Shannon Olsen – Budget Manager

12/11/2023

12/18/2023

ORDINANCE M-_____

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2023-24 City of Vancouver Capital Budget.

Section 2. That a total of 12.0 full-time equivalent positions is added as identified in Attachment "B" to this ordinance. The position adjustments shall be made consistent with applicable civil service rules and personnel regulations. Attachment "D" of this ordinance contains 2024 salary schedules for positions not covered by labor agreements.

Section 3. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

ORDINANCE - 1

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 2

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget: providing for an immediate effective date.

ORDINANCE - 3

City of Vancouver

Expenditures by Fund

Attachment A

Fund	2023 Second Supplemental (2023-24)
Operating Budget	
General, Street, and Fire Funds	
General Fund	35,901,834
Street Fund	2,645,123
Street Funding Initiative - Operating Fund	2,066,405
Fire Fund	3,661,783
Total General, Street, and Fire Funds	44,275,145
Special Revenue Funds	
Investigative Fund	64,429
Drug Enforcement Fund	24,341
CED Grants	129,945
Tourism Fund	631,883
Affordable Housing	39,388
American Rescue Plan Act Fund	15,795,271
American Rescue Plan Act 2 Fund	5,008,817
Transportation Special Revenue Fund	687,051
Fire Equipment Fund	70,785
Emergency Ambulance Services Contract Admin Fund	101,659
Capital Funds	
Transportation Capital Fund	(125,874)
Street Funding Initiative - Capital Fund	(250,000)
Capital Improvement Fund	90,304
Enterprise Funds	
City Tree Reserve Fund	25,000
Surface Water Management Fund	131,410
Water Utility Fund	773,385
Water Revenue Bond Debt Service Fund	(2,960,000)
Sewer Utility Fund	722,356
Airport Fund	109
Building Inspection Fund	12,866,766
Solid Waste Fund	(82,157)
Parking Services Fund	(5,699)
Internal Service Funds	
Facilities Asset Management and Replacement Reserve	200,000
Equipment Services Operations Fund	603,240
Equipment Services Capital Fund	1,120,184
Computer Repair & Replacement	4,191
Facilities Maintenance Services Fund	422,973
Grounds Services Fund	117,834
Self-Insured Worker's Comp & Liability Fund	2,699,369
Internal Administrative Services Fund	769,554

Fund	2023 Second Supplemental (2023-24)
Benefits Fund	800,000
Self-Insured Health Insurance Fund	1,706,700
Fiduciary Funds	
SW Washington Regional SWAT Team Fund	397,672
City/County Cable TV Fund	187,328
Total Other Funds Expense Budget	42,768,214
Total Operating Expense Budget	87,043,359
Capital Budget	
Capital Project Funds	
General Fund Capital	14,355,000
Street Funding Initiative - Operating Fund	1,250,000
Transportation Capital Fund	1,817,000
Street Funding Initiative - Capital Fund	12,343,000
Fire Acquisition Fund	25,410
Capital Improvement Fund	17,423,000
VNHR Property Capital	525,000
Parks Construction Fund (Capital Projects only)	(4,091,626)
Water Construction Fund	1,300,000
Sewer Construction Fund	822,000
Total Capital Project Funds	45,768,784
Capital Funding Transfers Supporting COV Capital Projects Budget	
General Fund	7,302,500
Street Fund	250,000
American Rescue Plan Act Fund	(19,362,259)
American Rescue Plan Act 2 Fund	23,612,259
Transportation Special Revenue Fund	(1,100,000)
Downtown Initiatives Fund	4,855,000
Columbia TIF District	1,500,000
Fire Fund	(827,980)
PIF District B	487,941
PIF - District C	920,433
Transportation Capital Fund	43,200
Total Transfers for Capital	17,681,094
Total Capital Expense Budget	63,449,878
Total Operating and Capital Expense Budget	150,493,237

City of Vancouver
2023 Second Supplemental Summary of FTE Changes

ATTACHMENT B

Fund - Department	Job Classification	Position Type	2023 FTE Changes
001 General Fund			
City Manager's Office	Homeless Response Coordinator	New - Regular	1.00
Community Development - Comprehensive Planning Division	Transportation Planning Program Manager	New - Regular	1.00
Parks, Recreation & Cultural Services	Customer Service Representative	New - Regular	3.50
Police	Police Records Specialist	New - Regular	1.00
		Reclassification	1.00
	Police Service Technician	Reclassification	(1.00)
001 General Fund Total			6.50
151 Fire Fund			
Fire	Fire Captain	Reclassification	19.00
	Fire Captain Paramedic	Reclassification	(19.00) ¹
	Firefighter	Reclassification	22.00
	Firefighter Paramedic	Reclassification	(78.00) ¹
	Human Resources Business Partner	Reclassification	(1.00)
	Senior Management Analyst	Reclassification	1.00
	Firefighter Engineer	Reclassification	56.00
151 Fire Fund Total			0.00
444 Surface Water Management Fund			
Engineering & Construction Services	Engineering Specialist	Reclassification	(1.00)
	Technical Engineering Supervisor	Reclassification	1.00
444 Surface Water Management Fund Total			0.00
445 Water Utility Fund			
Environmental Resources	Program Coordinator	Reclassification	(1.00)
	Facilities Assistant	Remove Position	(1.00)
	Water Resource Supervisor	Reclassification	1.00
Public Works Admin	Deputy Public Works Director	New - Regular	1.00
445 Water Utility Fund Total			0.00
475 Sewer Utility Fund			
Engineering & Construction Services	Civil Engineer	New - Regular	1.00
	Engineering Technician	Reclassification	(1.00)
	Senior Engineering Technician	Reclassification	1.00
Operations & Maintenance	Operations Superintendent	New - Regular	1.00
475 Sewer Utility Fund Total			2.00
483 Building Inspection Fund			
Community Development - Development Review Services Division	Senior Permit Specialist	Reclassification	(1.00)
	Support Specialist	Reclassification	1.00
	Plan Review Supervisor	New - Regular	1.00
483 Building Inspection Fund Total			1.00
490 Solid Waste Fund			
Environmental Resources	Senior Support Specialist	Remove Position	(1.00)
490 Solid Waste Fund Total			(1.00)
507 Facilities Maintenance Services Fund			
General Services	Capital Projects Manager	New - Regular	1.00
507 Facilities Maintenance Services Fund Total			1.00
510 Internal Administrative Services Fund			
Finance	Financial Analyst	Reclassification	1.00
	Principal Accountant	Reclassification	0.00
	Senior Accountant	Reclassification	(1.00)
	Senior Procurement Specialist	Reclassification	(1.00)
	Principal Procurement Specialist	Reclassification	1.00
General Services	Records Specialist	Reclassification	(1.00)
	Records Supervisor	Reclassification	(1.00)
	City Records Manager	Reclassification	1.00
Human Resources	Human Resources Analyst	New - Regular	1.00
Information Technology	Computer Technician	Reclassification	1.00
510 Internal Administrative Services Fund Total			1.00
655 City/County Cable TV Fund			
City Manager's Office	Associate Video Producer/Multimedia Journalist	New - Regular	0.50
	Video Director/Video Editor	New - Regular	1.00
655 City/County Cable TV Fund Total			1.50
Grand Total			12.00

1. Per the 2023-25 Fire Suppression contract, effective January 1, 2024, the Captain Paramedic rank will be eliminated; however, Fire is still authorized 96 Paramedics that can be distributed between the Firefighter and Firefighter Engineer classifications.

**City of Vancouver 2023 Second Supplemental budget
Capital Project Changes**

Attachment C

Projects	Capital Project Budget Change
General	
Fourth Plain for All	9,500,000
Economic Development Acquisition	4,855,000
Citywide Fire Panel Upgrades	88,000
521 Chkalov Drive Remodel	15,000,000
General Total	29,443,000
General - Asset Management	
Esther Short Park Bell Tower remodel	1,250,000
Police Training Center	600,000
Police East Precinct Remodel	485,000
General - Asset Management Total	2,335,000
General - Fire Construction	
2023 State Department of Commerce	25,410
General - Fire Construction Total	25,410
Parks	
Bagley Community Park Development	(5,500,000)
Evergreen Park	(1,000,000)
Raymond E Shaffer Park Development	434,941
Vancouver Innovation Center (VIC)	875,433
Evergreen Park Play Equipment Replacement	(500,000)
The Downs Park Play Equipment Replacement	(500,000)
Stein Park Parcel Acquisition	53,000
Fourth Plain for All	2,000,000
Fisher Basin Community Park Sport Court Conversion	45,000
Parks Total	(4,091,626)
Transportation/Streets - Transportation	
137th Ave Corridor - 49th to Fourth Plain	1,817,000
Main Street - 5th to 15th (ARPA)	11,365,000
Fourth Plain for All	4,250,000
Fourth Plain - 62nd - Andresen Multiuse Path	100,000
Transportation/Streets - Transportation Total	17,532,000
VNHR	
Officer's Row Howard House Roof Replacement	525,000
VNHR Total	525,000
Grand Total	45,768,784

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
35	219,192	257,868	296,544
Exempt Positions	18,266	21,489	24,712
Deputy City Manager			
Non-Exempt Positions			
No Active Classifications			
34	208,749	245,587	282,425
No Active Classifications	17,396	20,466	23,535
33	198,808	233,892	268,976
No Active Classifications	16,567	19,491	22,415
32	189,341	222,754	256,176
Exempt Positions	15,778	18,563	21,348
City Attorney			
Fire Chief			
Police Chief			
Non-Exempt Positions			
No Active Classifications			
31	180,336	212,147	243,969
Exempt Positions	15,028	17,679	20,331
Public Works Director			
Non-Exempt Positions			
No Active Classifications			
30	171,738	202,045	232,351
Exempt Positions	14,312	16,837	19,363
Chief Financial Officer			
Communications Director			
Community Development Director			
Deputy Police Chief			
Diversity, Equity and Inclusion Director			
Economic Development Director			
General Services Director			
Human Resources Director			
Information Technology Director			
Parks and Recreation Director			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
29 Exempt Positions Assistant Police Chief Deputy City Attorney Deputy Fire Chief Non-Exempt Positions No Active Classifications	163,560 13,630	192,423 16,035	221,287 18,441
28 <i>Deputy Public Works Director</i>	155,771 12,981	183,260 15,272	210,750 17,562
27 No Active Classifications	148,354 12,363	174,540 14,545	200,724 16,727
26 Exempt Positions City Engineer Deputy Community Development Director Deputy Economic Development Director Deputy Finance Director Deputy Human Resources Director Deputy Information Technology Director Operations Division Manager Program and Policy Development Manager Transportation Division Manager Non-Exempt Positions No Active Classifications	141,289 11,774	166,223 13,852	191,156 15,930
25 Exempt Positions Assistant City Attorney III Capital Projects Division Manager City Prosecutor Construction Services Division Manager Fire Marshal Non-Exempt Positions No Active Classifications	134,561 11,213	158,307 13,192	182,053 15,171

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
24 Exempt Positions Development Review Division Manager Park Development Services Manager Recreation Services Manager Non-Exempt Positions No Active Classifications	128,154 10,680	150,769 12,564	173,384 14,449
23 Exempt Positions Assistant City Attorney II Budget Manager IT Infrastructure Manager Treasurer Non-Exempt Positions No Active Classifications	122,051 10,171	143,589 11,966	165,128 13,761
22 Exempt Positions Accounting Manager Applications Manager Building Official Engineering Program Manager GIS and Data Manager Procurement Manager Public Works Finance & Asset Manager Non-Exempt Positions No Active Classifications	116,239 9,687	136,752 11,396	157,265 13,105
21 Exempt Positions Airport Manager Cultural Services Manager Emergency Preparedness Manager Environmental Services Manager Homeless Response Manager Risk and Safety Manager Senior Civil Engineer Senior Traffic Engineer <i>Transportation Planning Program Manager</i> Non-Exempt Positions No Active Classifications	110,704 9,225	130,248 10,854	149,776 12,481

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
20	105,432	124,038	142,644
Exempt Positions	8,786	10,337	11,887
Assistant Building Official			
Assistant Fire Marshal			
City Surveyor			
Computer Services Manager			
Housing Programs Manager			
Land Use Program Manager			
Long Range Planning Program Manager			
Operations Superintendent			
Parking District Manager			
Public Safety Technician Manager			
Senior IT Systems Analyst			
Utilities Administration Manager			
Non-Exempt Positions			
No Active Classifications			
19	100,412	118,140	135,851
Exempt Positions	8,368	9,845	11,321
Capital Projects Manager			
Performance Analyst			
Principal Planner			
Principal Project Manager			
Senior Policy Advisor			
Senior Policy Analyst			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
18	95,630	112,506	129,382
Exempt Positions	7,969	9,376	10,782
Business Intelligence Analyst			
Civil Engineer			
Community Engagement Manager			
GIS Supervisor			
IT Systems Analyst			
Payroll Manager			
Plan Review Supervisor			
Professional Land Surveyor			
Recreation Facility Manager			
Senior Budget Analyst			
Strategic Communications Manager			
Technical Engineering Supervisor			
Traffic Engineer			
Video Services Manager			
18			
Non-Exempt Positions			
No Active Classifications			
17	91,076	107,149	123,221
Exempt Positions	7,590	8,929	10,268
Assistant City Attorney I			
City Records Manager			
DEI Business Partner			
Environmental Scientist			
Human Resources Business Partner			
Internal Auditor			
Lead Human Resources Analyst			
Police Records Manager			
Property Management Specialist			
Senior Financial Analyst			
Senior Park Planner			
Senior Planner			
Senior Project Coordinator			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
16	86,739	102,046	117,360
Exempt Positions	7,228	8,504	9,780
Associate Civil Engineer			
Associate Traffic Engineer			
Budget Analyst			
Fleet Services Emergency Supervisor			
Fleet Services Supervisor			
Finance and Logistics Supervisor			
Permit Center Supervisor			
Principal Procurement Specialist			
Safety Officer			
Senior Communications Specialist			
Senior Park Developer			
Workers' Compensation Analyst			
Non-Exempt Positions			
Senior Digital Forensics Investigator			
15	82,609	97,187	111,765
Exempt Positions	6,884	8,099	9,314
ADA Coordinator			
Financial Analyst			
Finance Supervisor			
Human Resources Analyst			
Human Resources Coordinator			
Principal Accountant			
Recreation Services Supervisor			
Safety Coordinator			
Senior Management Analyst			
Senior Procurement Specialist			
Solid Waste Supervisor			
Urban Forester			
Utility Service Supervisor			
Volunteer Coordinator			
Water Resource Supervisor			
Non-Exempt Positions			
Neighborhood Coordinator			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
14 Exempt Positions Associate Climate Project Coordinator Associate Planner Associate Project Coordinator Evidence Supervisor Homeless Response Coordinator Park Developer Non-Exempt Positions Senior Computer Technician Web Content Manager	78,675 6,556	92,559 7,713	106,443 8,870
13 Exempt Positions Construction Project Coordinator Executive Assistant to the City Manager Police Records Supervisor Records Supervisor Senior Legal Assistant Non-Exempt Positions Digital Forensics Investigator Solid Waste Analyst	74,929 6,244	88,151 7,346	101,374 8,448
12 Exempt Positions No Active Classifications Non-Exempt Positions Communications Specialist Community Liaison Computer Technician Management Analyst Procurement Specialist Senior Accountant Water Resources Educator	71,361 5,947	83,954 6,996	96,547 8,046

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
11	67,963	79,956	91,949
Exempt Positions	5,664	6,663	7,662
Parking Supervisor			
Non-Exempt Positions			
Communications Coordinator			
Executive Assistant to the City Council			
Material Control Coordinator			
Video-Multimedia Producer			
10	64,726	76,149	87,571
Exempt Positions	5,394	6,346	7,298
No Active Classifications			
Non-Exempt Positions			
Administrative Assistant			
Assistant Planner			
DEI Project Coordinator			
Homeless Encampment Response Coordinator			
Homeless Outreach Specialist			
Human Resources Specialist			
Program Coordinator			
Video Services Coordinator			
9	61,644	72,522	83,401
Exempt Positions	5,137	6,044	6,950
No Active Classifications			
Non-Exempt Positions			
Associate Accountant			
8	58,709	69,069	79,429
Exempt Positions	4,892	5,756	6,619
No Active Classifications			
Non-Exempt Positions			
Associate Video-Multimedia Producer			
Resources Service Technician			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
7	55,913	65,780	75,647
Exempt Positions	4,659	5,482	6,304
No Active Classifications			
Non-Exempt Positions			
Senior Support Specialist			
TV/Video Director & Editor			
Volunteer Program Assistant			
6	53,250	62,648	72,045
No Active Classifications	4,438	5,221	6,004
5	50,715	59,664	68,614
Exempt Positions	4,226	4,972	5,718
No Active Classifications			
Non-Exempt Positions			
Support Specialist			
4	48,300	56,823	65,347
No Active Classifications	4,025	4,735	5,446
3	46,000	54,117	62,235
No Active Classifications	3,833	4,510	5,186
2	43,809	51,540	59,271
No Active Classifications	3,651	4,295	4,939
1	41,723	49,086	56,449
No Active Classifications	3,477	4,091	4,704
Department Aid	33,864	39,840	45,816
	2,822	3,320	3,818



Staff Report: 122-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT Short-Term Rental Ordinance

Key Points

- Currently, the City's Land Use and Development Code, VMC Title 20, does not expressly allow short-term rentals (STRs) in any zoning district, and therefore they are prohibited.
- Within the last decade, the popularity of STRs via web-based platforms has increased dramatically throughout the country as a substitute for (or preferred option to) traditional lodging like hotel rooms.
- A review of data analytics indicated that over 400 non-permitted STRs are in use in the City of Vancouver, but due to the proprietary nature of locational data used by the platforms, tracking these and following up to complaints is extremely difficult.
- At the Council's request, City staff developed a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver and gather community feedback on challenges and opportunities associated with this activity.
- Over the last two years, the project team has worked with the Council, Planning Commission (PC) and broader community to develop STR regulations that strike a balance between community housing needs and housing affordability with individual property rights, as well as creating a permit process to enable tracking of STRs and for individual complaints to be responded to.
- At an October 2, 2023, update to Council under City Manager Communications, staff presented PC's recommendation regarding the proposed STR code amendments. At that time, Council provided additional feedback on the draft STR regulations endorsed by the PC, including: limiting the total number of short term rental permits that can be issued within the City; prohibiting future units developed under forthcoming new Accessory Dwelling Unit (ADU) and Middle Housing regulations needed to comply with state laws from being used as STRs; and a desire to advance some middle housing regulation in advance of the Comprehensive Plan Update process to address current housing challenges.
- In response, staff have amended the proposal to include a maximum of 870 STRs that can be permitted in the City (approximately one percent of total housing stock). In addition, staff have separately initiated a process to increase allowable ADUs in compliance with state law and in advance of the Comprehensive Plan Update via an interim control ordinance that will simultaneously prohibit ADUs from being used as STRs.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Background

At a September 20th, 2021 workshop, staff presented information on the Housing Code Changes project, a set of proposed code changes to support more diverse housing types that included new regulations for short-term rentals (STRs). In their deliberations, Council directed staff to develop and execute a separate, stand-alone process focusing on STRs and the unique issues and opportunities associated with this activity.

Following this direction, staff enlisted the services of Host Compliance, a platform of Granicus to assist with gathering current data on the existing STR market in Vancouver. In February of 2022, the City began reaching out to owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. Between March and June 2022, the project team led an extensive outreach campaign consisting of two community wide surveys and several small group conversations.

Development of code language to regulate short-term rentals began in October of 2022 and was finalized in February 2023. In addition to the Planning Commission workshops, staff presented at two City Council workshops, on June 27, 2022, and April 3rd, 2023.

On April 11, 2023, the Planning Commission recommended approval of the proposed short-term regulations and permit process based on the findings outlined in VMC 20.285.070.

Existing Conditions

A short-term rental is defined as a residential property or portion of a residential property (room, guesthouse, Accessory Dwelling Units, etc.) that is available to rent for stays of less than 30 days. This includes rentals available on websites such as Airbnb and VRBO. Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the county. This increase has not been as dramatic in Vancouver as other cities, but the number of STRs here has risen over time.

Currently, the City's Land Use and Development Code, VMC Title 20, is silent on and thus does not allow STRs in residential zones except as expressly authorized under the bed-and-breakfast provisions of VMC 20.830. A bed-and-breakfast also provides an alternative form of lodging for visitors who prefer a residential setting. The Development Code considers bed-and-breakfast establishments as Commercial and Transient Lodging, which includes uses such as hotels, motels, and homeless shelters where stays are typically less than 30 days. Bed-and-breakfast establishments, which envision a host in residence with guests and the provision of food in conjunction with lodging, don't capture the typical Airbnb-type STR arrangement that has emerged in recent years. Staff believes creating separate short-term rental regulations is required to properly govern this type of land use.

The overview of the short-term rental landscape as of November 1, 2023, includes:

- There are approximately 425 STR units in the City of Vancouver.
- Short-term rentals represent roughly 0.5% of Vancouver's approximately 87,000 residential units.
- 85% of STRs are in single family homes, 14% in multi-family homes, with the remaining 1% undetermined.
- 87% of STRs rent out an entire home, rather than a room or portion of an occupied home.
- 30% of STRs are 3-bedroom rentals, 30% are 2-bedroom rentals, 24% are 1-bedroom rentals, 6% are 5 or more-bedroom rentals, and 10% are unknown.
- The median nightly rental rate is \$118.
- Geographically, STRs are spread throughout the City with a modest concentration in downtown and west side neighborhoods.
- Approximately 75% of STRs are advertised through Airbnb with the remaining quarter listed through Expedia/VRBO and other platforms.

The City continues to monitor the number of short-term rental units through the online platform Host Compliance, provided by the project consultant Granicus. Host Compliance is an industry leader in STR monitoring and compliance and was able to provide a comprehensive list of all current STRs located in the City, including parcel and owner information. In addition, Host Compliance now provides the City with ongoing monthly updates on the current number of rentals in the City, including location, property type, room type, average duration of stay and rental platform(s) used.

Outreach

In February 2022, the City began communicating with owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. The intent of the City's outreach was to alert operators to the current situation of noncompliance with existing code, bring awareness to the City's efforts to determine the extent to which STRs should be regulated, and invite existing STR operators into that process. Between March and June 2022, the project team engaged in an extensive outreach campaign consisting of two community-wide surveys and several small group conversations. The specific intent of this effort was to learn more about community experiences, attitudes, concerns, and ideas related to STRs in Vancouver.

The City conducted an online community survey from February 3 to March 6, 2022 using the City's BeHeard Vancouver website. A total of 783 community members took the STR survey. The responses were varied, with most respondents being in favor of allowing short-term rentals with regulations, including a majority of respondents (55.8%) saying they would like to see the City allow STRs with regulations. 23.6% said that they would like to see the City allow STRs with no regulations; 19.4% said that they would like to see STRs banned in all circumstances. When respondents were asked where STRs should be allowed, 70% of community responses would allow STRs in single-family homes; 69.5% would allow in Accessory Dwelling Units (ADUs); 36.30% would allow in apartments, 40.70% would allow in mobile or manufactured homes; 56.72% would allow in townhomes; 53.75% in condominiums. 18.48% of respondents said that STRs should not be allowed anywhere. Note that for this question respondents were allowed to choose more than one answer.

Since March 2022, 85 community members have also shared their thoughts about STRs through an online comment box on the City's BeHeard Vancouver website. The responses received are both in favor and against of regulations STRs.

The City also conducted small group conversations with housing advocates, short-term rental hosts and operators, hotel and tourism industry professionals, small business owners, real estate agents, and housing advocates including Evergreen Habitat for Humanity, Council for the Homeless, and

and housing advocates including Evergreen Habitat for Humanity, Search for the Homeless, and Fourth Plain Forward. The housing advocates noted that STRs pose a real threat by removing housing stock from the market. While the City may not have thousands of units, any unit being taken of the market for a vacation home instead of a permanent residence is exacerbating the affordable housing crisis. The hotel and tourism industry felt STRs should be required to have the same inspections and regulations as hotels, including requirements related to the federal Occupational Safety and Health Administration (OSHA), fire life and safety inspections, electrical, plumbing, ADA, and the state tourism office. Participants expressed concern that allowing too many STRs in any given neighborhood could have a lasting impact on the community, citing the potential impacts of a transition from a fully residential neighborhood to one that has businesses operating in it. Short-term rental hosts offered why they chose to operate a STR, including many who said it provided supplemental income that is used to pay for mortgages, provide retirement income, pay medical bills and other monthly expenses, and in general increases disposable income. Hosts shared that they feel STRs bring a value, asset, and benefit to the City & local economy.

Council and Planning Commission Direction

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
Owner occupancy requirement	General opposition to such a requirement	Studied owner occupancy requirement but did not include due to challenges with monitoring, enforcement, and legal concerns	Not currently included in proposed regulations
Lodging tax collection	Ensure that lodging taxes are being collected and remitted by the rental platform to the City	The City received approximately \$140k in lodging taxes generated from short term rentals in 2022. City lodging tax is set at 4%	Continue to work with legal and finance to monitor appropriate collection.
Life/Safety inspection standards	Want standards without being overly burdensome	Mirroring building code regulations – not proposing to automatically retire building inspections for short-term rentals, but retain the option to inspect any STR at the Building Official's discretion	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet
	City Council and Planning	Current impact to Vancouver housing market is minimal; however, staff will	Proposed code language excludes STRs from any development

Impacts to housing availability	Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary	receiving the Multifamily Tax Exemption incentive; caps total number of permits at 870, or 1% of the City's current housing stock
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available	Not included in draft code

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

In response, staff will be monitoring and reporting permit findings at 12 and 24 months and requiring permit renewal at 24 months. The data collected via the city permit and provided by Host Compliance will be used to monitor all STRs and ensure they are operating legally. The short-term rental application now includes the process for responding to code violations. As of this report, staff is not recommending inspecting all new permitted STRs, as the influx of new permits would be administratively burdensome, and we do not inspect other existing residential units regularly. The proposed regulations do maintain the ability of the City to inspect any STR at the discretion of the City's Building Official and Fire Marshall, and there are examples from other jurisdictions that can inform how and when we may pursue STR inspections. And lastly, staff has created and updated the operator packet in alignment with discussion at the last Planning Commission workshop on this topic (Attachments D-G). Additions to the operator packet include more specificity around fire & life safety items including proper address identification, fire protection and safety equipment.

City Council also provided additional direction at a workshop on April 3, 2023, which included the following:

- Return to Council with updates on the process after one year and again at 24 months.
- Establish goals for the STR program during 24-month period.
- Get clarity from STR platforms what recourse the City has for STRs that are operating illegally in any way, in addition to local remedies like revoking permits and code enforcement.
- Explore if permit fees could apply to the affordable housing fund or housing production.
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property.

Regulations

Following feedback from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachments C and D). The regulations are a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulation is to strike a balance between community housing needs with individual property rights and the financial stability that additional revenue generated from STRs can provide. As another means to preserve the city's available housing stock staff is proposing to place a cap on the total number of STRs not to exceed 870 permits or 1% of the city's total housing stock (approximately 87,000 units).

Staff also recognizes the need to ensure new housing types mandated under recent state laws HB 1110 and HB 1337 are not used as STRs. Staff will address the new housing requirements in the following ways:

- Starting in early 2024, initiate a process to put in place an interim control ordinance that implements HB 1337 Accessory Dwelling Units in advance of Title 20 changes that will occur as part of the Comprehensive Plan Update. As part of this, prohibit ADUs from being used as STRs going forward.
- Establish new regulations for HB 1110 Middle Housing and refine/make permanent regulations implementing HB 1337 Accessory Dwelling Units, including prohibiting units developed under these regulations from being used as STRs.

The proposed STR regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue. STRs must follow all relevant short-term rental provisions listed in the Revised Code of Washington, Chapter 64.37 and Consumer Safety measures listed in 67.37.030.

Short-term rentals must obtain a City of Vancouver business license. The regulations create a short-term rental permit with a one-time \$250 fee. Staff is proposing to review the performance of the permitting system after a 24-month monitoring period and require permit renewal as part of the transition from the pilot program to a permanent regulatory structure. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a completed permit application including the signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08. A STR permit would expire if property ownership changes.

Please refer to Attachment B and C for the full proposed code language. In addition to the development of regulations, staff has created an Operator Packet that would provide detailed information to STR operators, including an updated FAQ, good neighbor fact sheet, short-term rental permit application and neighbor notification letter (see Attachments D-G). The FAQ is meant to serve as a resource to educate STR operators and the broader public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities. It also includes information about an online fire & life safety training opportunity our Fire Department is in the process of creating. The permit application requires short-term rentals to comply with all required standards in 20.835.050 VMC, include their City of Vancouver business license number and short-term permit number in all advertising, and register any short-term rental business with the City. The notification letter is meant to serve as a template letter that short-term rental operators can use to notify neighbors of their operations. The letter provides a way for neighbors to notify the owner/operator directly if/when issues occur, as a first option for resolution.

Implementation

If adopted, staff recommends that the regulations be “tested” for a 24-month pilot period to assess their effectiveness and determine what changes may be needed. During this time STR counts, including the 1% cap, will be collected through the City permitting process in addition to the monthly report received from the City’s consultant Host Compliance. If the proposed regulations or modified regulations are adopted, staff would return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process, development standards or code compliance process need any refinements. As directed by Council, during the pilot period staff will explore options for potentially adding an affordable housing fee to the STR permit to help mitigate impacts to housing availability, if there needs to be an annual or biannual renewal fee for a short-term rental permit to ensure cost-recovery and if applicable determine what the renewal fee would be, and if any additional restrictions should be added to the operation of short-term rentals.

Following adoption all current short-term rentals operating in the City of Vancouver will be notified of these regulations and be directed to follow the permitting process. Due to the initial surge of applications that are anticipated after the ordinance goes into effect, we are proposing allowing applicants a 30-day grace period to come into compliance.

Program Goals

In order to gauge the effectiveness of the short-term rental program during the 24-month pilot program we have established a set of goals including but not limited to:

- Limiting the total number of STRs to not exceed 870 total units- equivalent to 1% of the City’s total housing stock at the time of adoption- in an effort to preserve available housing for long term housing needs.
- Ongoing compliance monitoring to ensure all STRs are compliant with required regulations.
- Ongoing monitoring of impacts to long-term rental market including impacts to housing affordability.
- Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel.
- Monitor the responsiveness of code compliance cases.

Ongoing stakeholder outreach to determine program effectiveness and inform future refinements.

Advantage(s)

Implementation of a regulated and permitted short-term rental program that will allow the City the ability to monitor compliance with all city and state regulations.

Disadvantage(s)

None

Budget Impact

A \$250 one-time permit fee will be assessed to cover the costs associated with the staff time necessary to review the application.

Prior Council Review

City Council had two public workshops on:

- September 20, 2021, discussed as part of Housing Code Updates project workshop

- September 20, 2021, discussed as part of Housing Code Updates project workshop
- June 27th, 2022 Council workshop
- April 3rd, 2023 Council workshop
- June 26, ordinance first reading, remanded back to staff October 2, 2021 Council Communications
- December 11, 2023, ordinance first reading

Action Requested

On Monday, December 18, 2023, subject to second reading and a public hearing, approve the ordinance.

Jason Nortz, Development Review Manager, 360-487-7844

ATTACHMENTS:

- ▢ Short Term Rental Ordinance
- ▢ Presentation
- ▢ Short-Term Rental Regulations
- ▢ Title 20 Amendments
- ▢ Good Neighbor Handout
- ▢ Short-Term Rental FAQs
- ▢ Short-Term Rental Permit Application
- ▢ Neighbor Notification Letter
- ▢ Washington Short-Term Rental Comparisons
- ▢ SEPA DNS
- ▢ SEPA Checklist

12/11/23

12/18/23

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

WHEREAS, the City's Land Use and Development Code, VMC Title 20, does not authorize short-term rentals in residential zones and, within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the country; and

WHEREAS, pursuant to direction from City Council, the City has engaged in a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver and, as a result of extensive research and public outreach detailed in the Staff Report dated December 11, 2023; and

WHEREAS, this investigation and outreach resulted in City Council directing staff to develop regulations and a permitting process authorizing short-term rentals in most zoning districts as a limited use; and

WHEREAS, the Planning Commission held two public workshops, on September 13,

2022, and March 14, 2023, and City Council held two public workshops on June 27, 2022, and April 3, 2023, to discuss and evaluate the proposed code changes and provide additional direction on public policy, safety considerations, enforcement implications, and impacts on housing availability and affordability for the proposed regulations, as set forth in this ordinance; and

WHEREAS, City Council further considered short-term rental regulations and proposed permitting controls as a Consent Agenda item at the June 26, 2023 City Council meeting and during City Manager Communications at the October 2, 2023 City Council meeting; and

WHEREAS, this ordinance is a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulations provided herein is to strike a balance between community housing needs with individual property rights and the economic stability that additional revenue generated from short-term rental operation can provide; and

WHEREAS, short-term rentals continue to be subject to other regulatory controls, such as registering with the Washington State Department of Revenue, obtaining a City of Vancouver business license, and following all relevant short-term rental provisions listed in the Revised Code of Washington (RCW) Chapter 64.37, including the and Consumer Safety measures listed in RCW 67.37.030; and

WHEREAS, pursuant to VMC Section 20.285.070 the proposed text amendments to the Comprehensive Plan or VMC Title 20 zoning standards demonstrate that this ordinance consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and the proposed change is necessary to further the public interest based on present

needs and conditions; and

WHEREAS, on March 24, 2023, the City as lead agency, under the authority of Washington Administrative Code (WAC) 197-11-330(1) and 197-11-350, issued a State Environmental Policy Act (SEPA) Notice of Determination of Non-Significance (DNS) for this proposed zoning code text change amending VMC Title 20 to include definitions and use classification for short-term rentals, introducing regulations for short-term rentals, and allowing short-term rentals in certain zoning districts as a limited use based on review of the SEPA Environmental Checklist as required by WAC 197-11-330(1) because it was determined that these regulations will not have a probable significant adverse impact on the environment and no procedural appeal of the DNS was filed within the deadline; and

WHEREAS, the regulations adopted through this ordinance will help the City to ensure that its built urban environment is one of the safest and most environmentally responsible and well maintained in the Pacific Northwest, strengthen commercial and retail community districts throughout the City and build the strongest, most resilient economy in the region;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Short-Term Rentals. A new section of the Vancouver Municipal Code (VMC) is hereby adopted and codified as VMC Chapter 20.835, Short-Term Rentals, in the form attached hereto as “Attachment A” and incorporated herein by reference.

Section 2. VMC Title 20 Short-Term Rental Amendments. Amend those portions of VMC Title 20, summarized below and attached hereto as “Attachment B” and incorporated herein by reference:

- A. Amend VMC 20.150.040E Definitions to add a new definition for Short-Term Rental and Short-Term Rental Operator.
- B. Amend VMC 20.160.020 Use Classifications to add a new definition for Short-Term Rental.
- C. Amend VMC 20.180.060, Planning Fees, Table 20.180.060 to include a short-term rental application fee of \$250.
- D. Amend VMC 20.210.030 Exempt Activities to add Short-Term Rental permits.
- E. Amend VMC 20.410.30-1 Lower-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.
- F. Amend VMC 20.420.30-1 Higher-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.
- G. Amend VMC 20.430.30-1 Commercial and Mixed-Use Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.
- H. Amend VMC 20.440.30-1 Industrial Zoning Districts Use Table to add Short-Term Rental as a limited use in the OCI and ECX zone districts subject to the provisions in Chapter 20.835 VMC Short-Term Rentals and as a prohibited use in IL and IH zones.

Section 3. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall become effective thirty days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: December 18, 2023

SIGNED this _____ day of December 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Chapter 20.835 SHORT-TERM RENTALS

20.835.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use for stays fewer than thirty consecutive days. The regulations are intended to allow for a more efficient use of certain types of residential structures, while keeping them primarily in residential use and retaining neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

20.835.020 Applicability

A Short-Term Rental, as defined in RCW 64.37.010(9), shall be a limited use in certain zoning districts within legally established dwelling units.

20.835.030 Licenses Required & Permit Approval

Short-Term Rental use is a business that requires the operator to register with the Washington State Department of Revenue and obtain a City of Vancouver business license.

Short-Term Rental operations are regulated through a Short-Term Rental permit application, subject to the development standards listed below. Short-Term Rental permits are non-transferable business operation permits and do not run with the land. Short-Term Rental permits automatically expire when property ownership changes.

20.835.040 Standards

The following standards are required for the operation of a Short-Term Rental. Failure to comply with any or all the following development standards will result in the revocation of a Short-Term Rental permit.

- A. Regulations.* A Short-Term Rental must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as applicable provisions of the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).
- B. Off-Site Impacts.* A Short-Term Rental must not generate measurable levels at the property line of dust, smoke, odor, glare, or noise beyond those associated with a residential use. The Short-Term Rental must not generate solid waste in volume or type not normally associated with a residential use.
- C. Limitations.*
 1. Short-Term Rentals are only permitted within a legally established dwelling unit. Short Term Rentals may not be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
 2. Short-Term Rentals are not permitted in any dwelling unit or building that has received approval under the City's Multi-Family Tax Exemption (MFTE) program ([Chapter 3.22 VMC, as now existing or hereafter amended](#)). This limitation does

not apply after the MFTE program exemption period has ended.

3. To limit the impact of Short-Term Rentals on the available long-term housing supply, the City may issue no more than 870 active Short-Term Rental permits at any given time. Permits will be approved on a first-come, first-served basis.

D. Liability Insurance. Short-Term Rental operators must have current, valid liability insurance coverage for any Short-Term Rental unit that complies with the requirements of RCW 64.37.050, as now existing or hereafter amended.

E. Notification. Prior to the City application process for a Short-Term Rental permit, the property owner must provide a courtesy notice regarding the Short-Term Rental to all property owners abutting or adjacent to the proposed Short-Term Rental location. This notification must include a description of the operation, number of bedrooms to be rented to overnight guests, and contact information for the owner or operator by phone.

20.835.050 Submission Requirements

A. Application – Fees. The Short-Term Rental applicant must submit a completed Short-Term Rental permit application form as prescribed by the City’s planning official with the applicable fee per Chapter 20.180 VMC.

B. Required Permit Application Information.

1. Affidavit of mailing showing proof of mailing of Notification to property owners abutting and adjacent to the proposed Short-Term Rental.
2. Copy of Liability Insurance for the Short-Term Rental.
3. Acknowledgment by the property owner attesting that the Short-Term Rental will continuously comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08.

20.835.60 Violations

A. It is unlawful to rent, offer for rent, or advertise for rent a dwelling unit located on any property with the City as a Short-Term Rental without a permit and license authorizing such use issued and approved in the manner required by this chapter.

B. Failure of the property owner or authorized agent or local contact of a Short-Term Rental to meet the standards contained herein is subject to the enforcement provisions contained in 22.02.020 VMC.

20.150.040E Meanings of Specific Words and Terms Q through T.

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

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means,

“reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

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

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree’s root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for six or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a

residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events. See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade,

the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural

resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. Any structure, device, advertisement, advertising device or visual representation intended to advertise, identify or communicate information to attract the attention of the public for any reason.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change

in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols,

trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in

"candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be

heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under

which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

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

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a

property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building , or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site's potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property's equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer's principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and

walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

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

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by

past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and

dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.

2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).

3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.

4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.

5. Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations.

Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).

2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.

4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).

5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.

6. *Day Care.*

a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

i. *Family Child Day Care Home.* A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.

ii. *Child Care Center.* A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care.* Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

i. *Residential Adult Day Care.* Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.

ii. *Institutional Adult Day Care.* Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services.* Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers.* Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space.* Lands that are maintained in a natural state and/or developed that

are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.

b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.

c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.

d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related

accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by

Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and storage companies where there is no individual storage or where employees are primary

movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, heating, plumbing or electrical contractors; exterminators; janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

20.210.030 Exempt Activities.

A. *Exemptions*. Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase

in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.

4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).

5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.

6. Home occupation permits.

7. Sign permits.

8. Approval of escrow agreements/accounts.

9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.

10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.

2. A limited (L) use is permitted outright providing it is in compliance with special

requirements, exceptions or restrictions.

3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.

4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
<u>Short-Term Rental</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹

USE	R-2	R-4	R-6	R-9	R-17
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹

USE	R-2	R-4	R-6	R-9	R-17
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

- 8** Family day care homes for no more than 12 children are permitted when licensed by the state.
- 9** Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.
- 10** *Repealed by M-4289.*
- 11** Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).
- 12** Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.
- 13** One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.
- 14** Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).
- 15** Subject to provisions in VMC [20.895.030](#).
- 16** Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.
- 17** Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.
- 18** Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.
- 19** A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.
- 20** Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.
- 21** Subject to Chapter [20.920](#) VMC, Infill Development Standards.
- 22** Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060-1](#) shall be

considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals

20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³

USE	R-18	R-22	R-30	R-35	R-50
Short-term rentals	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵
Accessory Dwelling Units	p ¹	p ¹	p ¹	p ¹	p ^{1, 24}
Duplexes	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴
Multi-Dwelling Units	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²

USE	R-18	R-22	R-30	R-35	R-50
(except ambulance services)					
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X

USE	R-18	R-22	R-30	R-35	R-50
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

- 1** Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.
- 2** *The language for this footnote has been deleted.*
- 3** Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.
- 4** Provided the minimum required residential density is met, on an overall project basis.
- 5** Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.
- 6** Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 7** Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.
- 8** Subject to the additional provisions in VMC [20.895.040](#).
- 9** Libraries permitted only; all other cultural institutions are conditional uses.
- 10** Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.
- 11** Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.
- 12** *The language for this footnote has been deleted.*
- 13** *Repealed by M-4289.*
- 14** Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).
- 15** Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.
- 16** Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.
- 17** New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However,

alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter [20.835](#) Short-Term Rentals

20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
Short-Term Rentals	L ⁵⁵	L ⁵⁵	L ⁵⁵	L ⁵⁵	L ⁵⁵		L ⁵⁵	L ⁵⁵	L ⁵⁵
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ²⁵ , 46	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ⁴⁰ , 52
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

1 Refer to Vancouver Central Park Plan District, Chapter [20.640](#) VMC.

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-

storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

- 20** Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.
- 22** Limited uses subject to the development standards in VMC 20.430.050(B).
- 23** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 24** Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.
- 25** Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.
- 26** Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.
- 27** Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000 vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.
- 28** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 29** The language for this footnote has been deleted.
- 30** Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.
- 31** Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.
- 32** Micro-breweries allowed by conditional use; all others prohibited.
- 33** Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.
- 34** Subject to provisions in VMC [20.895.030](#), Cemeteries.
- 35** Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.
- 36** Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 37** Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.
- 38** The language for this footnote has been deleted.
- 39** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 40** Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

- 41** Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.
- 42** Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.
- 43** Parking structures are permitted outright.
- 44** Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.
- 45** Motor vehicle rental permitted where ancillary to another use.
- 46** Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.
- 47** Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.
- 48** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 49** Subject to Chapter [20.884](#) VMC.
- 50** Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).
- 51** Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.
- 52** Permitted in the HX Plan district where commercial uses are permitted.
- 53** Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.
- 54** Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).
- 55** Subject to the provisions in Chapter 20.835 Short-Term Rentals

20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
<u>Short-Term Rentals</u>	<u>L³⁷</u>	<u>X</u>	<u>X</u>	<u>L³⁷</u>
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.

3 Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.

- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.
- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.

20 All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

21 Existing legally established group living uses are permitted. New group living is prohibited.

22 Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for "universal wastes," as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.

23 Prohibited within 200 feet of a residential zone.

24 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

25 The language for this footnote has been deleted.

26 Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.

27 All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

28 In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.

29 Vehicle fuel sales is limited to one operation within the Section 30 Plan District

30 The language for this footnote has been deleted.

31 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

32 Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals



Short-Term Rental Regulations City Council Public Hearing December 18, 2023

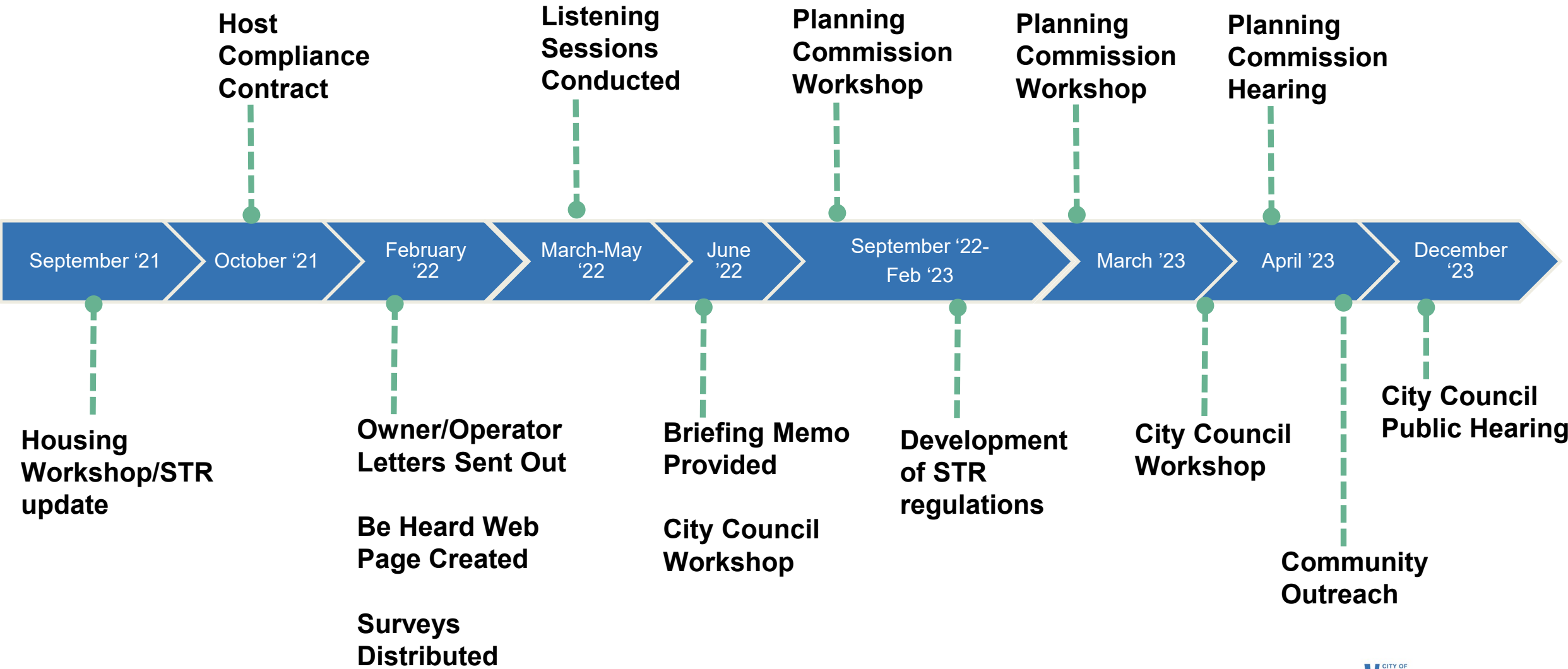


Jason Nortz
Development Review Manager

Agenda

- Project Timeline
- Existing Conditions
- Proposed Regulations
- Planning Commission Direction
- Council Direction
- City Council Vote
- Next Steps

Short-Term Rental: Project Timeline



Short-Term Rentals: Existing Conditions

- Approximately 400 short-term rentals are operating in the City of Vancouver
- Short-term rentals represent 0.5% of total housing units
 - Out of the 260 ADUs registered with the City, 11 are STRs
- Short-term rentals are increasing steadily in Vancouver, but still low relative to larger cities.

Major Short-Term Rental Platforms Include:



Short-Term Rentals: Proposed Regulations

- Developed from best practice research, comparison jurisdictions, community and stakeholder feedback, and City Council and Planning Commission direction
- Regulations that respond to the level of activity currently happening in the City
- Intended to strike a balance between community need for housing and individuals' property rights

Short-Term Rentals: Proposed Regulations Cont.

- Limit the total # of STRs to not exceed 1% of total housing stock
- Residential dwelling units may be used for short term rental use for stays fewer than thirty consecutive days
- Allowed in all residential and commercial zones, and the OCI and ECX industrial zones as a limited use subject to 20.835
- Must be located within a legally established dwelling unit
- Not allowed in properties that are receiving a tax exemption through the City's Multi Family Tax Exemption (MFTE) program

Short-Term Rentals: Proposed Regulations Cont.

- Must register with WA State Department of Revenue
- Must follow all relevant short-term rental provisions listed in the Revised Code of Washington, Chapter 64.37 and Consumer Safety measures listed in 67.37.030.
- Must provide proof of valid liability insurance in accordance with provisions of the RCW

Short-Term Rentals: Proposed Regulations Cont.

- Must obtain a City of Vancouver business license
- Must obtain a Short-Term Rental permit
 - Permit renewal requirement at the end of this pilot period
 - Permit will expire if property ownership changes
- Must notify property owners abutting and adjacent to the proposed STR
- Must provide an affidavit of mailing to neighbors

Short-Term Rentals: Proposed Regulations Cont.

- Failure of the owner or authorized agent or local contact of a short-term rental to meet the standards contained herein shall be subject to the enforcement provisions contained in 22.02.020 VMC including:
 - Correction Notice
 - Notice of Civil Violation and Order
 - Inspection at the discretion of the City's Building Official
 - Order to Revoke Permit

Short-Term Rental Planning Commission Direction

- Directed staff to:
 - Look into requiring permit renewal after 24 months, then decide if annual renewal necessary
 - Provide clear code compliance process for complaints
 - Continue to monitor STR environment to determine if further regulations may be needed
 - Provide clear implementation steps
- Unanimously recommended approval to City Council following a public hearing on April 11, 2023

Short-Term Rental Council Direction

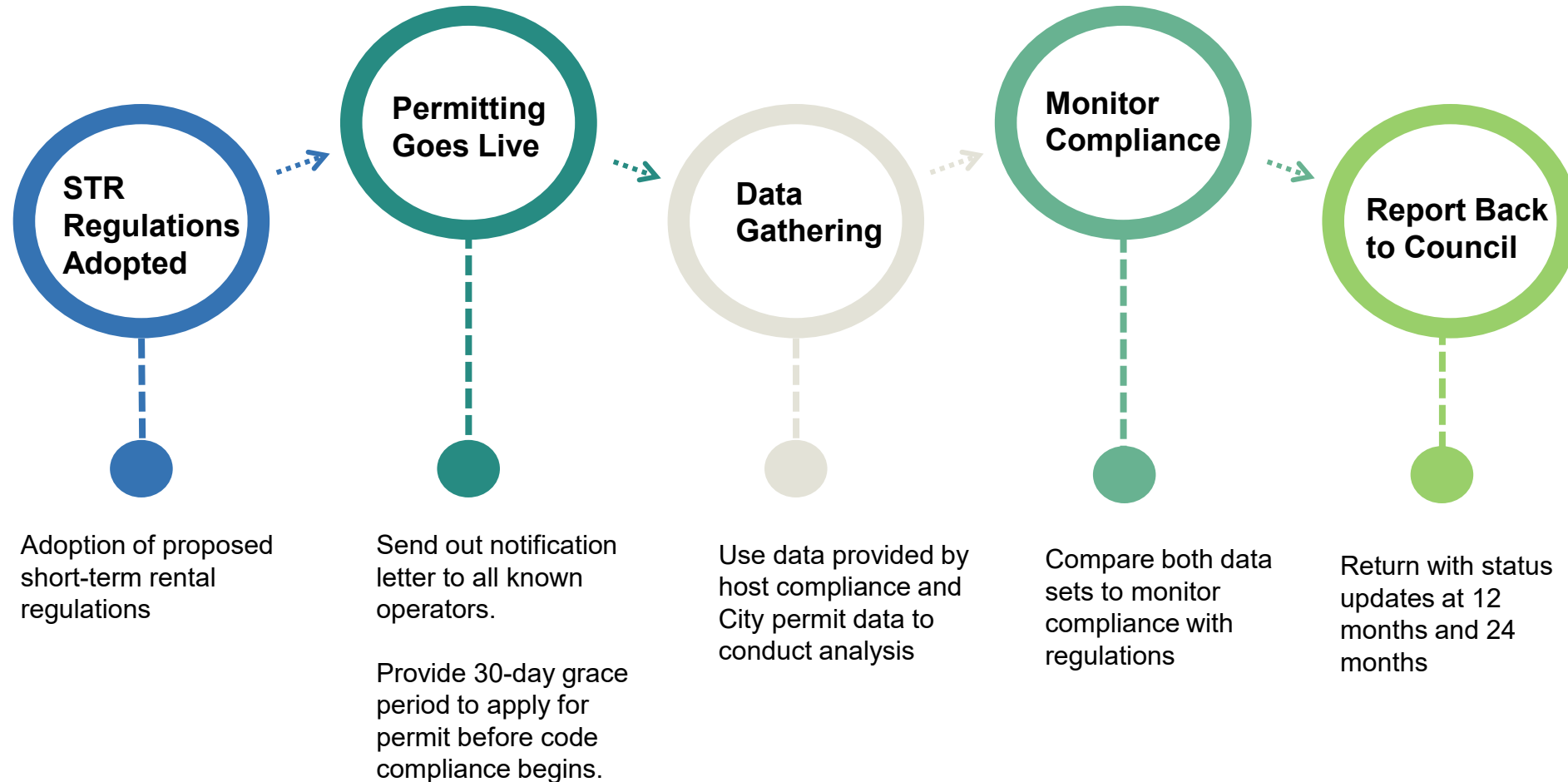
- Limit the total number of STR permits that can be issued within the City
- Prohibit future units developed under HB 1110 and HB 1337 from being used as STRs
- Return to Council at 12 months and 24 months after regulations would be adopted with updates
- Establish goals for STR program during 24-month period
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property



Program Goals

- Limit to 1% of total housing stock
- Minimize public safety risks
- Continued stakeholder outreach
- Monitor impacts to long-term rental market
- Monitor code compliance responsiveness

Short-Term Rental Implementation Steps

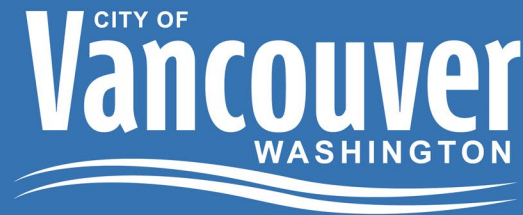


Staff Recommendation

On Monday, December 18, 2023, subject to second reading and a public hearing approve the ordinance creating VMC 20.835, Short-Term Rentals.

Thank You

To learn more, visit <https://www.beheardvancouver.org/short-term-rentals>



Chapter 20.835 SHORT-TERM RENTALS

20.835.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use for stays fewer than thirty consecutive days. The regulations are intended to allow for a more efficient use of certain types of residential structures, while keeping them primarily in residential use and retaining neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

20.835.020 Applicability

A Short-Term Rental, as defined in RCW 64.37.010(9), shall be a limited use in certain zoning districts within legally established dwelling units.

20.835.030 Licenses Required & Permit Approval

Short-Term Rental use is a business that requires the operator to register with the Washington State Department of Revenue and obtain a City of Vancouver business license.

Short-Term Rental operations are regulated through a Short-Term Rental permit application, subject to the development standards listed below. Short-Term Rental permits are non-transferable business operation permits and do not run with the land. Short-Term Rental permits automatically expire when property ownership changes.

20.835.040 Standards

The following standards are required for the operation of a Short-Term Rental. Failure to comply with any or all the following development standards will result in the revocation of a Short-Term Rental permit.

- A. Regulations.* A Short-Term Rental must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as applicable provisions of the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).
- B. Off-Site Impacts.* A Short-Term Rental must not generate measurable levels at the property line of dust, smoke, odor, glare, or noise beyond those associated with a residential use. The Short-Term Rental must not generate solid waste in volume or type not normally associated with a residential use.
- C. Limitations.*
 1. Short-Term Rentals are only permitted within a legally established dwelling unit. Short Term Rentals may not be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
 2. Short-Term Rentals are not permitted in any dwelling unit or building that has received approval under the City's Multi-Family Tax Exemption (MFTE) program ([Chapter 3.22 VMC, as now existing or hereafter amended](#)). This

limitation does not apply after the MFTE program exemption period has ended.

3. To limit the impact of Short-Term Rentals on the available long-term housing supply, the City may issue no more than 800 active Short-Term Rental permits at any given time. Permits will be approved on a first-come, first-served basis.

D. Liability Insurance. Short-Term Rental operators must have current, valid liability insurance coverage for any Short-Term Rental unit that complies with the requirements of RCW 64.37.050, as now existing or hereafter amended.

E. Notification. Prior to the City application process for a Short-Term Rental permit, the property owner must provide a courtesy notice regarding the Short-Term Rental to all property owners abutting or adjacent to the proposed Short-Term Rental location. This notification must include a description of the operation, number of bedrooms to be rented to overnight guests, and contact information for the owner or operator by phone.

20.835.050 Submission Requirements

A. Application – Fees. The Short-Term Rental applicant must submit a completed Short-Term Rental permit application form as prescribed by the City’s planning official with the applicable fee per Chapter 20.180 VMC.

B. Required Permit Application Information.

1. Affidavit of mailing showing proof of mailing of Notification to property owners abutting and adjacent to the proposed Short-Term Rental.
2. Copy of Liability Insurance for the Short-Term Rental.
3. Acknowledgment by the property owner attesting that the Short-Term Rental will continuously comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08.

20.835.60 Violations

- A. It is unlawful to rent, offer for rent, or advertise for rent a dwelling unit located on any property with the City as a Short-Term Rental without a permit and license authorizing such use issued and approved in the manner required by this chapter.
- B. Failure of the property owner or authorized agent or local contact of a Short-Term Rental to meet the standards contained herein is subject to the enforcement provisions contained in 22.02.020 VMC.

20.150.040E Meanings of Specific Words and Terms Q through T.

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

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, “reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

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

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree's root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for six or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically

and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events. See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade, the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to

exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. Any structure, device, advertisement, advertising device or visual representation intended to advertise, identify or communicate information to attract the attention of the public for any reason.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the

area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols, trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in "candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a

stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

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

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building, or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site’s potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property’s equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer’s principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

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

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.
2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).
3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.
4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.
5. *Short-Term Rental.* A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations. Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).
2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.
4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).
5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.
6. *Day Care.*
 - a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

i. *Family Child Day Care Home*. A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.

ii. *Child Care Center*. A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care*. Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

i. *Residential Adult Day Care*. Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.

ii. *Institutional Adult Day Care*. Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services*. Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers*. Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space*. Lands that are maintained in a natural state and/or developed that are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active

cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

- a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.
- b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.
- c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.
- d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for

religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated

process, which meets or exceeds any standards, codes, and regulations set forth by Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and

storage companies where there is no individual storage or where employees are primary movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, heating, plumbing or electrical contractors; exterminators; janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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20.210.030 Exempt Activities.

A. *Exemptions.* Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.
4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).
5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.
6. Home occupation permits.
7. Sign permits.
8. Approval of escrow agreements/accounts.
9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.
10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

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20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
Short-Term Rental	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					

USE	R-2	R-4	R-6	R-9	R-17
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X

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USE	R-2	R-4	R-6	R-9	R-17
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).

15 Subject to provisions in VMC [20.895.030](#).

16 Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.

17 Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.

18 Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.

21 Subject to Chapter [20.920](#) VMC, Infill Development Standards.

22 Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060](#)-1 shall be considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

[26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals](#)

(Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

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20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³
Short-term rentals	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵

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USE	R-18	R-22	R-30	R-35	R-50
Accessory Dwelling Units	P ¹	P ¹	P ¹	P ¹	P ^{1, 24}
Duplexes	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Multi-Dwelling Units	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services (except ambulance services)	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P

USE	R-18	R-22	R-30	R-35	R-50
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X

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USE	R-18	R-22	R-30	R-35	R-50
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

1 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

2 *The language for this footnote has been deleted.*

3 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

4 Provided the minimum required residential density is met, on an overall project basis.

5 Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.

6 Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

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7 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.

8 Subject to the additional provisions in VMC [20.895.040](#).

9 Libraries permitted only; all other cultural institutions are conditional uses.

10 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.

11 Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.

12 *The language for this footnote has been deleted.*

13 *Repealed by M-4289.*

14 Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

15 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

16 Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.

17 New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However, alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4255 § 7, 2018; Ord. M-4254 § 3(CC), 2018; Ord. M-4223 § 4, 2017; Ord. M-4187 § 6, 2016; Ord. M-4105 § 3, 2014; Ord. M-4071 § 8, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 3, 2012; Ord. M-4024 § 7, 2012; Ord. M-4002 § 6, 2011; Ord. M-3959 § 25, 2010; Ord. M-3931 § 12, 2009; Ord. M-3840 § 20, 2007; Ord. M-3730 § 13, 2005; Ord. M-3709 § 7, 2005; Ord. M-3701 § 15, 2005; Ord. M-3663 § 15, 2004; Ord. M-3643, 2004)

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20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
Short-Term Rentals	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵		L⁵⁵	L⁵⁵	L⁵⁵
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ^{25, 46}	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ^{40,52}
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

1 Refer to Vancouver Central Park Plan District, Chapter [20.640 VMC](#).

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance

commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

20 Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.

22 Limited uses subject to the development standards in VMC 20.430.050(B).

23 Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.

24 Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.

25 Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.

26 Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.

27 Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000

vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.

28 Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.

29 The language for this footnote has been deleted.

30 Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.

31 Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.

32 Micro-breweries allowed by conditional use; all others prohibited.

33 Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.

34 Subject to provisions in VMC [20.895.030](#), Cemeteries.

35 Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.

36 Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.

37 Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.

38 The language for this footnote has been deleted.

39 Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.

40 Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

41 Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.

42 Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43 Parking structures are permitted outright.

44 Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45 Motor vehicle rental permitted where ancillary to another use.

46 Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.

47 Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.

48 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49 Subject to Chapter [20.884](#) VMC.

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

51 Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52 Permitted in the HX Plan district where commercial uses are permitted.

53 Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.

54 Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).

55 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4374 § 2, 2022; Ord. M-4341 § 3 (Exh. B), 2021; Ord. M-4289 § 4, 2019; Ord. M-4288 § 4, 2019; Ord. M-4255 § 8, 2018; Ord. M-4254 § 3(DD), 2018; Ord. M-4187 § 7, 2016; ACM dated 1/7/2016; Ord. M-4147 § 4, 2015; Ord. M-4071 § 4, 2014; Ord. M-4035 § 4, 2012; Ord. M-4034 § 13, 2012; Ord. M-4024 § 8, 2012; Ord. M-4002 § 7, 2011; Ord. M-4002 § 7, 2011; Ord. M-3959 § 26, 2010; Ord. M-3931 § 16, 2009; Ord. M-3922 § 22, 2009; Ord. M-3911 § 5, 2009; Ord. M-3891 § 5, 2008; Ord. M-3865 § 3, 2008; Ord. M-3840 § 22, 2007; Ord. M-3832 § 6, 2007; Ord. M-3730 § 19, 2005; Ord. M-3709 § 9, 2005; Ord. M-3701 § 17, 2005; Ord. M-3698 § 5, 2005; Ord. M-3667 § 3, 2004; Ord. M-3663 § 17, 2004; Ord. M-3643, 2004)

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20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
Short-Term Rentals	L³⁷	X	X	L³⁷
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X

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USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X

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USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

¹ Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

- 2** In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.
- 3** Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.
- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.

- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.
- 20** All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 21** Existing legally established group living uses are permitted. New group living is prohibited.
- 22** Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for “universal wastes,” as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.
- 23** Prohibited within 200 feet of a residential zone.
- 24** Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 25** The language for this footnote has been deleted.
- 26** Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.
- 27** All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 28** In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.
- 29** Vehicle fuel sales is limited to one operation within the Section 30 Plan District
- 30** The language for this footnote has been deleted.
- 31** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 32** Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals

(Ord. M-4354 § 3(G), 2021; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4288 § 5, 2019; Ord. M-4255 § 9, 2018; Ord. M-4254 § 3(FF), 2018; Ord. M-4187 § 8, 2016; Ord. M-4170 §§ 3, 4, 2016; Ord. M-4147, 2015; Ord. M-4071 § 5, 2014; Ord. M-4057 § 2, 2013; Ord. M-4035 § 5, 2012; Ord. M-4034 § 15, 2012; Ord. M-4024 § 9, 2012; Ord. M-4002 § 8, 2011; Ord. M-3959 § 28, 2010; Ord. M-3931 § 16, 2009; Ord. M-3930 § 7, 2009; Ord. M-3922 § 25, 2009)

Code reviser's note: Ord. M-4147, Amended, 12/07/2015, Effective 01/07/2016 AMC Correction; ACM, Amended, 12/02/2009, Renumber footnote 31; ACM M-3874, Amended, 03/19/2008, Footnote 22 was changed. Deleted other references.

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20.180.060 Planning Fees.

Required planning fees. Fees for planning-related applications, permits, and services are set forth in Table 20.180.060.

Table 20.180.060.

Section	Activity	2023 Fees
1.	Address Changes	\$570.00
2.	Airport Height Combining District	\$812.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)	
A.	Filed by a recognized city neighborhood association	\$173.00
B.	Involving an individual single-family or duplex lot	\$800.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$2,286.00
4.	Archaeological Review	
A.	Predeterminations	
1.	Base fee	\$744.00

Section	Activity	2023 Fees
2.	Plus fee per acre for each acre more than five	\$126.00
B.	Surveys and other special studies	Cost recovery ²
5.	Binding Site Plan	
A.	Conceptual – Requiring subsequent site plan review	
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision
B.	Detailed – Not requiring subsequent site plan review	
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision
2.	Plus ½ comparable site plan review	See site plan review
6.	Boundary Line Adjustments	
	Base fee	\$1,200.00
	Plus fee per lot for each additional lot more than two	\$389.00
7.	Comprehensive Plan Amendments	\$15,774.00

Section	Activity	2023 Fees
	(includes rezone in conjunction with plan amendment)	
8.	Conditional Use Permit	
A.	Initial (community centers, group meal service, shelters)	\$1,716.00
B.	Initial (all others)	\$9,662.00
C.	Major modification, Type III	\$1,716.00
D.	Minor modification, Type I	\$389.00
9.	Continuance of Public Hearing	
A.	Initiated by applicant after public notice is mailed	\$2,286.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or other parties.	\$2,286.00
C.	Hearing examiner reconsideration request	\$2,286.00
10.	Covenant Release – Full and Partial	\$10,173.00
11.	Critical Areas Permit	

Section	Activity	2023 Fees
A.	Single-family and duplex lots (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$1,716.00
2.	Frequently flooded areas	\$344.00
3.	Geologic hazard areas	\$344.00
4.	Wetland areas	\$1,716.00
B.	All others (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$3,431.00
2.	Frequently flooded areas	\$787.00
3.	Geologic hazard areas	\$787.00
4.	Wetland areas	\$3,431.00
C.	Minor exception request	
1.	Single-family and duplex lots	\$787.00
2.	All others	\$822.00
D.	Reasonable use request	

Section	Activity	2023 Fees
1.	Single-family and duplex lots	\$5,031.00
2.	All others	\$10,006.00
E.	Digitizing critical areas geographic information	Cost recovery ²
12.	Design Review (Downtown)	
A.	Minor exterior reviews only	\$687.00
B.	All others, including new buildings	\$2,286.00
13.	Development Agreement	
A.	Initial	\$7,691.00
B.	Modification	\$3,525.00
C.	Extension	\$654.00
14.	Extension of Preliminary Approval	\$800.00
15.	Grading and Erosion Control Permit (includes plan check and inspection)	
A.	50 cubic yards or less and less than 1 foot in depth	No fee
B.	51 to 100 c.y. or greater than 1 foot in depth	\$149.00

Section	Activity	2023 Fees
C.	101 to 500 c.y.	
1.	Base fee	\$301.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y.	\$21.00 (Note: Maximum total grading and erosion control fee shall be \$407.00)
D.	Fees resulting from work in progress without a permit	2 × regular fee
16.	Home Occupation	
A.	General	\$227.00
B.	Penalty – When application is received after code enforcement action has been initiated	2 × regular fee
17.	Impact Fee Deferral for Single-Family Housing (administrative fee per lot)	\$717.00
18.	Joint Use Parking Agreement	\$1,286.00

Section	Activity	2023 Fees
19.	Land Use Permit (single-family residential; sheds; decks; driveways; fences, etc.)	\$60.00
20.	Lot Determination	
A.	Base fee (one to two lots)	\$2,505.00
B.	Plus per-lot fee over two	\$800.00
21.	Master Plan²	
A.	Conceptual (requiring subsequent site plan review)	\$8,887.00
B.	Detailed (not requiring subsequent site plan review)	\$8,887.00 plus ½ applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$8,887.00 plus ½ applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development	

Section	Activity	2023 Fees
A.	Residential	
1.	Base fee	\$2,779.00
2.	Plus fee per unit	\$126.00
3.	Minimum: Maximum: Subdivision fee reduced by ½ when filed simultaneously.	Min. – \$3,974.00 Max. – \$17,971.00
B.	Nonresidential	
1.	Base fee	\$2,743.00
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum:	Min. – \$4,082.00 Max. – \$26,865.00
C.	Mixed	
1.	Base fee	\$2,743.00

Section	Activity	2023 Fees
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by ½ when filed simultaneously.	Min. – \$4,082.00 Max. – \$27,051.00
23.	Planning Official Review	
A.	Temporary use	
1.	Seasonal or special event	\$111.00
2.	Temporary sales office, model home, or unforeseen emergency	\$337.00
3.	Temporary use in a commercial or industrial district	\$1,578.00
B.	Similar use determination or other	\$1,578.00
24.	Plat Alteration	\$7,385.00
25.	Post-Decision Reviews	

Section	Activity	2023 Fees
A.	Post-decision review – Type I	\$389.00
B.	Post-decision review – Type II	\$1,094.00
C.	Post-decision review – Type III	\$1,716.00
26.	Preapplication Conference Process	
A.	Preapplication conference request – Single-family and duplex lots	\$344.00
B.	Preapplication conference request - All others	\$1,211.00
C.	Preapplication waiver request	\$173.00
27.	Zoning Verification Letter (authorizes replacement of destroyed structure)	\$261.00
28.	Reporting (misc. application and permit information)	Cost recovery ²
29.	SEPA Checklist (Environmental Review)	
A.	Grading permit	
1.	Single-family and duplex lots	\$151.00
2.	All other	

Section	Activity	2023 Fees
a.	Base fee	\$1,121.00
b.	Plus fee per acre of land disturbed by the project	\$21.00
B.	Subdivision or planned development	
a.	Base fee	\$915.00
b.	Plus fee per acre of land disturbed by the project	\$10.45
C.	Site plan review – Residential	
a.	Base fee per unit up to five units	\$227.00
b.	Plus fee per unit more than five	\$23.00
D.	Nonprojects (including rezone and annual review applications)	\$2,515.00
E.	All other reviews	
a.	Base fee	\$1,830.00
b.	Plus fee per acre of land disturbed by the project	\$61.00

Section	Activity	2023 Fees
F.	SEPA procedural appeal (See “Appeals – All others” for substantive SEPA appeal fee)	\$148.00
G.	Environmental impact statement (EIS) review	Cost recovery ²
30.	Shoreline Permits	
A.	Shoreline substantial development permit	\$8,001.00
B.	Shoreline conditional use permit	\$8,802.00
C.	Shoreline variance request	\$8,802.00
31.	Short Subdivisions	
A.	Preliminary (nine lots or fewer) plats	\$7,773.00
B.	Final plat check	\$2,641.00
<u>32.</u>	<u>Short-Term Rentals</u>	<u>\$250.00</u>
<u>32-33.</u>	Signs – All Except Sandwich Board Signs	\$389.00
<u>33-34.</u>	Site Plan Review (Type I)	
A.	Residential	\$337.00
B.	Nonresidential	\$1,578.00

Section	Activity	2023 Fees
C.	Qualifying planned action	Same as Type II site plan review fees
34-35.	Site Plan Review (Type II) – Residential	
A.	Base fee	\$1,977.00
B.	Plus fee per unit	\$137.00
C.	Maximum fee	\$27,873.00
35-36.	Site Plan Review (Type II) – Nonresidential	
A.	General case	
1.	Base fee	\$5,372.00
2.	Plus fee per sq. ft. – Ground floor	\$0.22
3.	Plus fee per sq. ft. – Upper floors	\$0.10
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,668.00
C.	Land-extensive uses such as a golf course	\$4,422.00
D.	Unoccupied commercial and utility structures	\$2,036.00

Section	Activity	2023 Fees
<u>36-37.</u>	Special Valuation – Historic Preservation	\$582.00
<u>37-38.</u>	Subdivisions – Preliminary	
A.	2 – 9 lots (not qualifying as a short subdivision)	\$8,220.00
B.	10 – 22 lots	\$11,885.00
C.	23+ lots	
1.	Base fee (for first 23 lots)	\$11,885.00
2.	Plus fee per lot (each lot more than 23)	\$296.00
D.	In conjunction with a planned development	½ regular fee
<u>38-39.</u>	Subdivisions – Final Plat Check	\$5,985.00
<u>39-40.</u>	Tenant Improvement, Including Multifamily (if exempt from site plan review)	\$111.00
<u>40-41.</u>	Tree Plan Review	
A.	Levels 1, 2, 4, 5	\$378.00
B.	Levels 3, 6, 7	\$126.00
<u>41-42.</u>	Variance (full fee for 1 variance; ½ cost for 2nd; \$0.00 for 3rd or more)	

Section	Activity	2023 Fees
A.	Type I	
1.	Single-family and duplex lots	\$787.00
2.	All other	\$822.00
B.	Type II	
1.	Single-family and duplex lots	\$2,484.00
2.	All other	\$5,983.00
42.43.	Zoning Certificates	\$857.00
43.44.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$10,305.00

1 Fees effective on January 1, 2023, shall be further adjusted as provided for under VMC [20.180.050](#).

2 Cost Recovery: Applicants or persons requesting reports will be required to sign an agreement that they will pay the actual cost of the work being performed. Actual costs will be calculated based on the salary and benefits of the employees performing work plus overhead at a rate of 30 percent.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(ACM dated 1/9/2023, CPI Increase; Ord. M-4402 § 3(F), 2023; Amended during 7/22 update; Ord. M-4376 § 11 (Exh. A), 2022; Ord. M-4363 § 10 (Exh. A), 2022; ACM dated 12/28/2021, CPI Increase; ACM dated 11/30/2020, CPI-increase; ACM dated 12/19/2019, CPI Increase; Ord. M-4255 § 4, 2018; ACM dated 11/7/2018, CPI Increase; ACM dated 12/20/2017, CPI Increase; Ord. M-4205 § 1; ACM dated 11/23/2016, CPI Increase; Ord. M-4172 § 3, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 2, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 4, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/25/2011, CPI Increase; Ord. M-3959 § 5, 2010; Ord. M-3932 §§ 2, 3, 2009; Ord. M-3922 § 5, 2009; Ord. M-3895 § 3, 2008; Ord. M-3844

§ 4, 2007; Ord. M-3840 § 5, 2007; Ord. M-3701 § 5, 2005; Ord. M-3692 § 10, 2005; Ord. M-3663 § 4, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4404, passed January 23, 2023.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Code Publishing Company, A General Code Company](#)

SHORT-TERM RENTAL GOOD NEIGHBOR GUIDELINES

The following Good Neighbor Guidelines were created to educate Short-Term Rental operators and guests on the importance of being a good neighbor.

24-HOUR CONTACT INFORMATION: If at any time you have questions or concerns about your stay, please call the 24-hour contact number listed in your rental agreement and posted in the unit. The local non-emergency police contact may be reached at 311. In the event of an emergency, please call 911.

GENERAL RESPECT FOR NEIGHBORS: Please remember you are within a neighborhood. Respect your neighbors and their property; be kind and use common courtesy.

NOISE AND DISTURBANCE: Please respect your neighbor's right to quiet enjoyment of their home and property. Loud noises that create public disturbance are prohibited.

PARKING & TRAFFIC SAFETY: Do not block driveways, sidewalks, alleys, mailboxes or fire hydrants. Drive slowly and watch for pedestrians and children playing.

FIRE SAFETY: Familiarize yourself with the location of the fire extinguisher(s) and fire exits posted in the unit. PETS: If allowed, promptly clean-up after your pet, prevent excessive and prolonged barking, and keep pet from roaming the neighborhood. Control aggressive pets, and abide by local leash laws. Store pet food indoors and in a secure location, to reduce the likelihood of pest problems.

MAINTENANCE AND GARBAGE DISPOSAL: Be sure to pick up after yourself, and keep the property clean, presentable, and free of trash. Place trash and recycling in the designated containers on-site.

EVENTS NOT PERMITTED: Commercial events such as weddings, banquets, parties, charitable fundraising, or other gatherings are not allowed.

TENANT/GUEST RESPONSIBILITY: Approved guests and visitors are expected to follow the Good Neighbor Guidelines. Refer to your rental agreement for additional terms and restrictions.

Short-Term Rental FAQ

What is a short-term rental?

A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Where are short-term rentals permitted?

Short-term rentals are permitted within a legally established dwelling unit.

Do I need to notify my neighboring property owners that I will be using my dwelling as a short-term rental?

Prior the short-term rental application to the City, the owner shall provide a courtesy notice regarding the short-term rental to all property owners abutting or adjacent to the proposed short-term rental. The notification shall include a description of the operation, number of bedrooms to be rented to overnight guests and contact information for the owner or operator by phone.

How do I obtain a permit?

A short-term rental permit is required from the City of Vancouver. Please contact the City of Vancouver for the short-term permit application form. The submittal items include:

- An affidavit of mailing showing proof a letter describing the proposed short-term rental was sent to abutting and adjacent property owners
- Copy of liability insurance
- Acknowledgement in writing that the short-term rental shall comply with the required standards in VMC 20.835.050.
- Application fee

How can I prevent complaints being lodged with the City about my short-term rental?

By ensuring that the short-term rental does not generate measurable levels at the property line dust, smoke, odor or glare or noise beyond those associated with a residential use. Additionally, by abiding by the short-term rental good neighbor policy.

What will the City do if they receive a complaint regarding a short-term rental?

The City will investigate the complaint and determine if a violation has occurred. The City will then respond in concert with the seriousness and severity of the violation and may use one or a combination of the enforcement mechanisms including correction notices, notice of violation and an order to revoke the permit.

Short-Term Rental Application (BLR)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7803

Email completed application to cddplanning@cityofvancouver.us

SHORT-TERM RENTAL SUBMITTAL REQUIREMENTS

Dwelling units or buildings that have received approval under the City's multi-family tax exemption (MFTE) program are not eligible to be used as a short-term rental

- ☐ Signed and dated Application Form (email to cddplanning@cityofvancouver.us)
- ☐ Fee paid via ePermits. Provide ePermits user name ([Request an ePermits Account](#))
- ☐ Copy of Washington State Business License
- ☐ Copy of City of Vancouver Business License
- ☐ Copy of Liability Insurance for the rental property (Per RCW \$1 million or more)
- ☐ Copy of neighbor notification letter
- ☐ Affidavit of mailing to property owners abutting and adjacent to the proposed short-term rental
- ☐ List of all addresses where the neighbor notification letters were mailed

STRUCTURE TYPE of SHORT-TERM RENTAL

- ☐ Single Family House ☐ Duplex ☐ Multifamily Unit ☐ Accessory Dwelling Unit: ☐ Attached ☐ Detached

SPACE TO BE RENTED

- ☐ Entire Unit ☐ Single Bedroom ☐ Two bedrooms ☐ Three or more bedrooms

SITE LOCATION AND INFORMATION

Site address:

Parcel #:

Platforms Short-term Rental listed on: ☐ VRBO ☐ Airbnb ☐ Booking.com ☐ TripAdvisor ☐ Expedia ☐ Other:

OPERATION INFORMATION

Operator Name:	Property Owner:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email:	Email:

RESPONSIBILITY STATEMENTS (please initial)

- | | |
|--------------------------|---|
| ☐ | My short-term rental business is registered with the City of Vancouver |
| ☐ | I will comply with all relevant short-term rental provisions listed in the RCW 64.37 and 67.637.030 |
| ☐ | I attest the short-term rental identified in this application shall comply with the required standards in VMC 20.835.050 |
| ☐ | I will include my City of Vancouver short-term rental permit number in all advertising |
| ☐ | All bedrooms will have an operating carbon monoxide alarm installed |
| ☐ | Smoke alarms shall be installed, interconnected, maintained and in working order outside of each separate sleeping area, inside each room used for sleeping purposes, and on each story within the dwelling |
| ☐ | Portable Fire Extinguisher: FPEs shall be mounted in an accessible and conspicuous location (size, minimum of a 2A;10B:C) |
| ☐ | I will provide an interior map which displays exit routes in case of an emergency that will be posted on the interior side of the door of sleeping rooms and main entrance |
| ☐ | Gas and/or electrical utilities must have shut off switches shall be labeled |
| ☐ | I will maintain clear space around furnace, space heaters, and hot water heater |
| ☐ | I have reviewed, in its entirety, the short-term rental program information |
| ☐ | I will allow the City to inspect the premises in accordance with VMC 17.08 |

	I understand that failure to comply with applicable regulatory standards may result in the code enforcement process identified in VMC 22.020.20 (1. Correction Notice 2. Notice of Civil Violation and Order 3. Order to Revoke Permit)
REQUIRED SIGNATURES	
<i>I have read the above and agree to comply with the requirements.</i>	
Operator Signature:	Date:
Property Owner Signature:	Date

Dear Neighbor,

I am sending you this letter to notify you and all my surrounding neighbors that I am renting my home as a short-term rental. The property is located at:

Address: _____

Number of rooms being rented: _____ Maximum number of guests: _____

City of Vancouver Business License Number: _____

Short-term renters are people who rent a home for 30 days or less. I am obtaining a permit through the City of Vancouver for this activity.

I do not expect there to be any problems with any of my renters, as I will be monitoring all rental activity. However, should you encounter any disruptive behavior coming from my property, I encourage you to reach out to me or my secondary contact so we can resolve the issue.

Here is our contact information:

Primary contact name _____

Phone number _____

Email _____

Secondary contact name _____

Phone number _____

Email _____

I encourage you to visit the City of Vancouver's website, below, which contains information regarding short-term renting, including how to notify the City about any issues.

City of Vancouver short-term rental website: cityofvancouver.us/str

Best regards,

Short-term rental operator

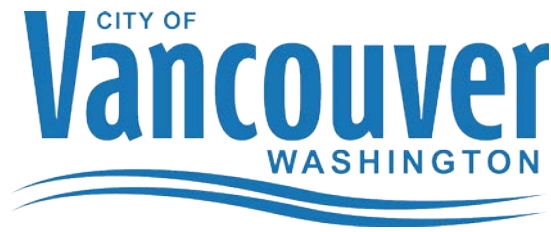
Property owner

Summary of large/mid-size Washington cities

	Fees if applicable	Frequency of use	Parking or noise provisions	Other requirements
Seattle				
Allowed in structures established as dwelling units, but NOT RVs, tents, garages, boats, floating residences, live-work unites, and caretaker's quarters. Allow "legacy units"- those that were rented prior to Sept 30 2017 to operate in Downtown Urban Core, First Hill/Capitol Hill Urban Center	Seattle business license tax certificate and a Short-term rental operator's license (\$75 per unit)	Not mentioned	Not mentioned	As a general rule, Short term operators can only operate two units- one being the primary residence and the other can be in any dwelling unit owned by operator.
Spokane				
Permitted in all residential zones	Application fee \$150 and Renewal fee of \$100 every year; Liability insurance; Spokane Business License	May only be rented up to 30 days	Follows Spokane municipal code 17c.230- Minimum ratio is 1 stall per 1,000 gross square feet of floor area	Total number of guests per bedroom is 2; Must maintain a guest log
Tacoma				
Renting 1-2 rooms allowed within all single family districts; Renting 3-9 rooms requires CUP in R-3, R-4L, R-4, R-5, RCX, and NRX Districts (these are generally residential districts that allow duplex, triplex, and multifamily dwellings).	Business license	Guests may only stay up to 30 days	Not mentioned	Must live in home if renting rooms or separate unit such as ADU. If renting the entire home, operator not required to live on site.
Bellevue				
Single family districts allowed but MUST be owner-occupied- this is considered a boarding housing. Non owner occupied is considered a rooming house which is not allowed in single family zones.	Business license; Home occupation permit	Not mentioned	Not mentioned	Term used is "transient lodging or room rental". Max of two rooms for rental and maximum of two lodgers/renters.

Attachment E

Kent				
Permitted in all residential zones	Business license, \$51; state lodging tax, 1% on overnight stay	Stay is limited to 30 consecutive nights	Not mentioned.	Owner must live at the home being rented at least six months per year.
Renton				
Doesn't specify	Business license \$125	Stay must be less than 30 continuous days.	Additional parking for guests, pursuant to Title IV RMC, one additional space is required if unit is owner-occupied.	Applies only to those who advertise through an online market place, uses a property manager, engages in renting unit more than three times a year. Must be owner occupied.



March 24, 2023 - SEPA Determination of Non-Significance (DNS) for a proposed zoning code text change amending VMC Title 20 to include definitions and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

Contact: Jason Nortz, Development Manager, Vancouver Community Development Department (360 487-7844), jason.nortz@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff. Pursuant to WAC 197-11-340, comments ***on this SEPA determination*** will be received until **5:00 p.m., April 7, 2023**. Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal. Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Councils decision.

A handwritten signature in blue ink, appearing to read "Jm. Nortz".

March 24, 2023

Name

Date

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

TEXT CHANGE REQUEST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

A. BACKGROUND

1. **Name of proposed project, if applicable:** Short-Term Rental Regulations and Text Amendments
2. **Name and contact information of applicants:** Jason Nortz, Development Review Manager, Community Development Department, jason.nortz@cityofvancouver.us.
3. **Date checklist prepared:** March 23, 2023
4. **Agency requesting checklist:** City of Vancouver, WA
5. **Proposed timing or schedule (including phasing, if applicable)** An upcoming hybrid in-person and virtual public hearing before the Vancouver Planning Commission for this item is scheduled for April 11, 2023, at 6:30 p.m. Planning Commission scheduling, materials and remote access information for the public hearing is available on the Commisison [website](#). City Council public hearings and additional workshops have not yet been scheduled.
6. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** N/A
7. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** N/A
8. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** None known.
9. **List any government approvals or permits that will be needed for your proposal, if known.** The Zoning Code text change will be reviewed by the Planning Commission, which will forward a recommendation to Vancouver City Council.
10. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain**

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal would amend Title 20 to include a definition and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

11. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Applicable city wide

B. ENVIRONMENTAL ELEMENTS

1. EARTH: Not Applicable to Non-Project Actions

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____ Does Not Apply

b. What is the steepest slope on the site (approximate percent slope)? Does Not Apply

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Does Not Apply

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Does Not Apply

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Does Not Apply

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Does Not Apply

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Does Not Apply

h. Proposed measures to reduce or
Does Not Apply

2. AIR: Not Applicable to Non-Project Actions

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Does Not Apply

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Does Not Apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:** Does Not Apply

3. WATER: Not Applicable to Non-Project Actions

a. **Surface Water:** Not Applicable to Non-Project Actions

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** Does Not Apply
- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.** Does Not Apply
- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.** Does Not Apply
- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.** Does Not Apply
- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.** Does Not Apply

b. **Ground Water:** Not Applicable to Non-Project Actions

- 1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.** Does Not Apply

c. **Water runoff (including stormwater):** Not Applicable to Non-Project Actions

- 1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.** Does Not Apply
- 2) **Could waste materials enter ground or surface waters? If so, generally describe.** Does Not Apply
- 3) **Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.** Does Not Apply

d. **Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:** Not Applicable to Non-Project Actions

4. PLANTS: Not Applicable to Non-Project Actions

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation Does Not Apply

b. What kind and amount of vegetation will be removed or altered? Does Not Apply

c. List threatened and endangered species known to be on or near the site. Does Not Apply

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Does Not Apply

e. List all noxious weeds and invasive species known to be on or near the site. Does Not Apply

5. **ANIMALS:** Not Applicable to Non-Project Actions

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: Does Not Apply

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. Does Not Apply

c. Is the site part of a migration route? If so, explain. Does Not Apply

d. Proposed measures to preserve or enhance wildlife, if any: Does Not Apply

e. List any invasive animal species known to be on or near the site. Does Not Apply

6. **ENERGY & NATURAL RESOURCES:** Not Applicable to Non-Project Actions

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Does Not Apply

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Does Not Apply

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Does Not Apply

7. **ENVIRONMENTAL HEALTH:** Not Applicable to Non-Project Actions

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. Does Not Apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

Describe any known or possible contamination at the site from present or past uses. Does Not Apply

1) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Does Not Apply

2) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Does Not Apply

3) Describe special emergency services that might be required. Does Not Apply

4) Proposed measures to reduce or control environmental health hazards, if any: Does Not Apply

b. Noise: Not Applicable to Non-Project Actions

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Does Not Apply

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?

Indicate what hours noise would come from the site. Does Not Apply

3) Proposed measures to reduce or control noise impacts, if any: Does Not Apply

8. LAND AND SHORELINE USE: Not Applicable to Non-Project Actions

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Does Not Apply

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Does Not Apply

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Does Not Apply

c. Describe any structures on the site. Does Not Apply

d. Will any structures be demolished? If so, what? Does Not Apply

e. What is the current zoning classification of the site? Does Not Apply

f. What is the current comprehensive plan designation of the site? Does Not Apply

g. If applicable, what is the current shoreline master program designation of the site? Does Not Apply

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Does Not Apply

i. Approximately how many people would reside or work in the completed project? Does Not Apply

j. Approximately how many people would the completed project displace? Does Not Apply

k. Proposed measures to avoid or reduce displacement impacts, if any: Does not apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:** Does Not Apply
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:** Does Not Apply

9. HOUSING: Not Applicable to Non-Project Actions

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.** Does Not Apply
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.** Does Not Apply
- c. Proposed measures to reduce or control housing impacts, if any:** Does Not Apply

10. AESTHETICS: Not Applicable to Non-Project Actions

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Does Not Apply
- b. What views in the immediate vicinity would be altered or obstructed?** Does Not Apply
- c. Proposed measures to reduce or control aesthetic impacts, if any:** Does Not Apply

11. LIGHT & GLARE: Not Applicable to Non-Project Actions

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?** Does Not Apply
- b. Could light or glare from the finished project be a safety hazard or interfere with views?**
Does Not Apply
- c. What existing off-site sources of light or glare may affect your proposal?** Does Not Apply
- d. Proposed measures to reduce or control light and glare impacts, if any:** Does Not Apply

12. RECREATION: Not Applicable to Non-Project Actions

- a. What designated and informal recreational opportunities are in the immediate vicinity?**
Does Not Apply
- b. Would the proposed project displace any existing recreational uses? If so, describe.**
Does Not Apply
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** Does Not Apply

13. HISTORIC & CULTURAL PRESERVATION: Not Applicable to Non-Project Actions

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.** Does Not Apply
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.** Does Not Apply
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the**

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Does Not Apply

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. Does Not Apply

14. TRANSPORTATION: Not Applicable to Non-Project Actions

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Does Not Apply
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Does Not Apply
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Does Not Apply
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Does Not Apply
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. Does Not Apply
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? Does Not Apply
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. Does Not Apply
- h. Proposed measures to reduce or control transportation impacts, if any: Does Not Apply

15. PUBLIC SERVICES: Not Applicable to Non-Project Actions

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A
- b. Proposed measures to reduce or control direct impacts on public services, if any. Does N/A

16. UTILITIES: Not Applicable to Non-Project Actions

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Does Not Apply
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Does Not Apply

C. Signature

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Jason Nortz

Position and Agency/Organization

Development Review Manager, City of Vancouver Community Development Department

Date Submitted: March 24, 2023

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or reuse of toxic or hazardous substances; or production of noise?

The proposed text changes would not increase discharges, emissions, or releases.

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

See response #1

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

See response #1

Proposed measures to protect or conserve energy and natural resources are:

Does not apply.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

See response #1

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

Proposed measures to protect such resources or to avoid or reduce impacts are:

Does not apply.

- 5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans**

See response #1

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply.

- 6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

See response #1

Proposed measures to reduce or respond to such demand(s) are:

Does not apply.

- 7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The proposed text change does not conflict with local, state or federal laws or requirements for the protection of the environment.



Staff Report: 224-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/18/2023

SUBJECT 2023 Comprehensive Plan and Zoning Map and Text Changes

Key Points

- State law requires local governments to annually review proposed Comprehensive Plan and zoning changes. Comprehensive Plan map or text changes must be reviewed concurrently and only once per year. Zoning map or text changes may be reviewed at any time but are typically reviewed concurrent with the Comprehensive Plan changes.
- 2023 proposals consist of three Comprehensive Plan and associated zoning map changes, two standalone zoning map changes, and 15 text changes to the Comprehensive Plan or Vancouver Municipal Code (VMC) Title 20 zoning code.
- Also included in the 2023 changes are updates to the Vancouver Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031).
- Changes were recommended by the Planning Commission at public hearings on September 12 and October 24.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The following are proposed:

1. Map Change - Miller – Urban Low Density/R-9 to Urban High Density/R-30 on 4 acres at the

northeast corner of NE 63rd Street and 72nd Avenue. If approved future application for roughly 102 market rate apartment units anticipated, although yield may differ pending site plan review of stormwater needs. Planning Commission recommended approval 4-2, citing need for housing, nearby commercial and public services, and ability to address stormwater specifics at site plan review stage.

2. Map Change – Wood Duck Springs - Urban Low Density/R-9 to Urban High Density R-22 and Commercial/CC on 13 acres on the north side of NE 63rd Avenue at NE 82nd Court. If approved future application for development of 244 market rate townhome and apartment units with a commercial component anticipated. Planning Commission unanimously recommended approval of the rezone based on need for housing, and applicant's conceptual future site plan proposing townhomes on the site perimeter abutting existing residential, with apartment buildings and commercial development in the interior.
3. Map Change – Datepark - R-18 to R-30 on 1.2 acre on the south side of 18th Street near Todd Road. If approved future application for development of 72 affordable housing units anticipated. Planning Commission unanimously recommended approval based on need for housing, and proposed Development Agreement ensuring future development will be consistent with conceptual site plan locating proposed apartment building on east portion of site abutting park and ensuring affordability.
4. Map Change – Burnt Bridge Creek West - OCI to IL on 33 acres west of 162nd Avenue and south of Fourth Plain Boulevard. If approved future application for development of 275,000 square foot warehouse had been contemplated, but property owner indicates potential developer has withdrawn. Planning Commission voted 4-2 to approve based on prevalence of IL zoning surrounding the site, opportunity for site development, and fact that City Critical Areas Protection standards would apply under either existing or proposed zoning. Dissenting votes noted proposal was premature pending finalization of City warehousing standards, green building policy, and Comprehensive Plan update.
5. Text Changes – Comprehensive Plan - Amend reference to parks service area distances, and parks capital facilities summary table; Update Appendix E list of documents adopted by reference to include updated parks and Urban Forestry Management Plan; Add two capital parking projects to citywide capital project list. Planning Commission unanimously recommended approval.
6. Text Changes – Title 20 Zoning code - Changes to definitions and use classifications, measurements, outdated references, submittal requirements, effective dates, and pre-existing home allowances in cluster developments. As allowed by recent statutory changes, also increase SEPA categorical exemption thresholds for residential projects based on number of units, while retaining SEPA review requirements for residential projects of any size if critical lands are present. Planning Commission unanimously recommended approval.
7. Text Changes - Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031)
- Updates to capital facilities plans, service area provisions, and other amendments. These were recommended by the Parks and Recreation Advisory Committee on September 20, as well as by the Planning Commission.

The 192nd Avenue rezone, originally part of this list, is moving forward on a separate schedule with First Reading December 18 and public hearing on January 8, 2024.

Advantage(s)

- All map changes except Burnt Bridge Creek West provide for increased housing in appropriate locations with public and commercial services. Datepark map changes includes affordable housing, and Development Agreement to ensure future development follows conceptual site plan.
- Burnt Bridge Creek West map change allows for development similar to surrounding properties, and will be subject to Critical Areas Protection standards.
- Text changes appropriately reference updated parks and forestry documents, and downtown parking projects in the Comprehensive Plan; reflect adopted updates to the Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031); and update Title 20 zoning code to facilitate predictability and clarity in the development process.

Disadvantage(s)

- Map changes allowing for increased housing will place additional demands on public services, although based on analyses will be within capacities of existing roads, schools, and other services.
- Burnt Bridge Creek West map change may allow for development involving far off-site Mitigation of impacts to Oregon White Oak habitat.

Budget Impact

No significant impacts anticipated.

Prior Council Review

Council workshops were held on November 20 and October 23, with Communications discussion on November 6 and November 20, and First Reading discussion on December 4.

Action Requested

On December 18, 2023, subject to second reading and a public hearing, approve Ordinance A (Miller Map Change), B (Wood Duck Springs Map Change), C (Datepark Map Change), D (Burnt Bridge Creek West Map Change) and E (Text Changes).

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Presentation
- ▣ Attachment A - Ordinance A - Miller Rezone
- ▣ Attachment B - Ordinance B - Wood Duck Springs
- ▣ Attachment C - Ordinance C - Datepark
- ▣ Attachment D - Ordinance D - Burnt Bridge Creek West
- ▣ Attachment E - Ordinance E - Text Changes
- ▣ Attachment F - Public Testimony



Fall 2023 Comprehensive Plan and Zoning Map and Text Amendments

Vancouver City Council Public Hearing December 18, 2023



Bryan Snodgrass, Principal Planner
City of Vancouver Community Development Department

2023 Comprehensive Plan and Zoning Changes

Staff presentation, applicant presentation, public testimony, Council questions, discussion and final decision on each of five ordinances:

- Miller map change
- Wood Duck Springs map change
- Datepark map change
- Burnt Bridge Creek West map change
- 15 text changes to Comprehensive Plan; VMC Title 20 Zoning Code; and Parks, Recreation and Cultural Services Plan

Prior Council review on October 23, November 6, November 20, and December 4.

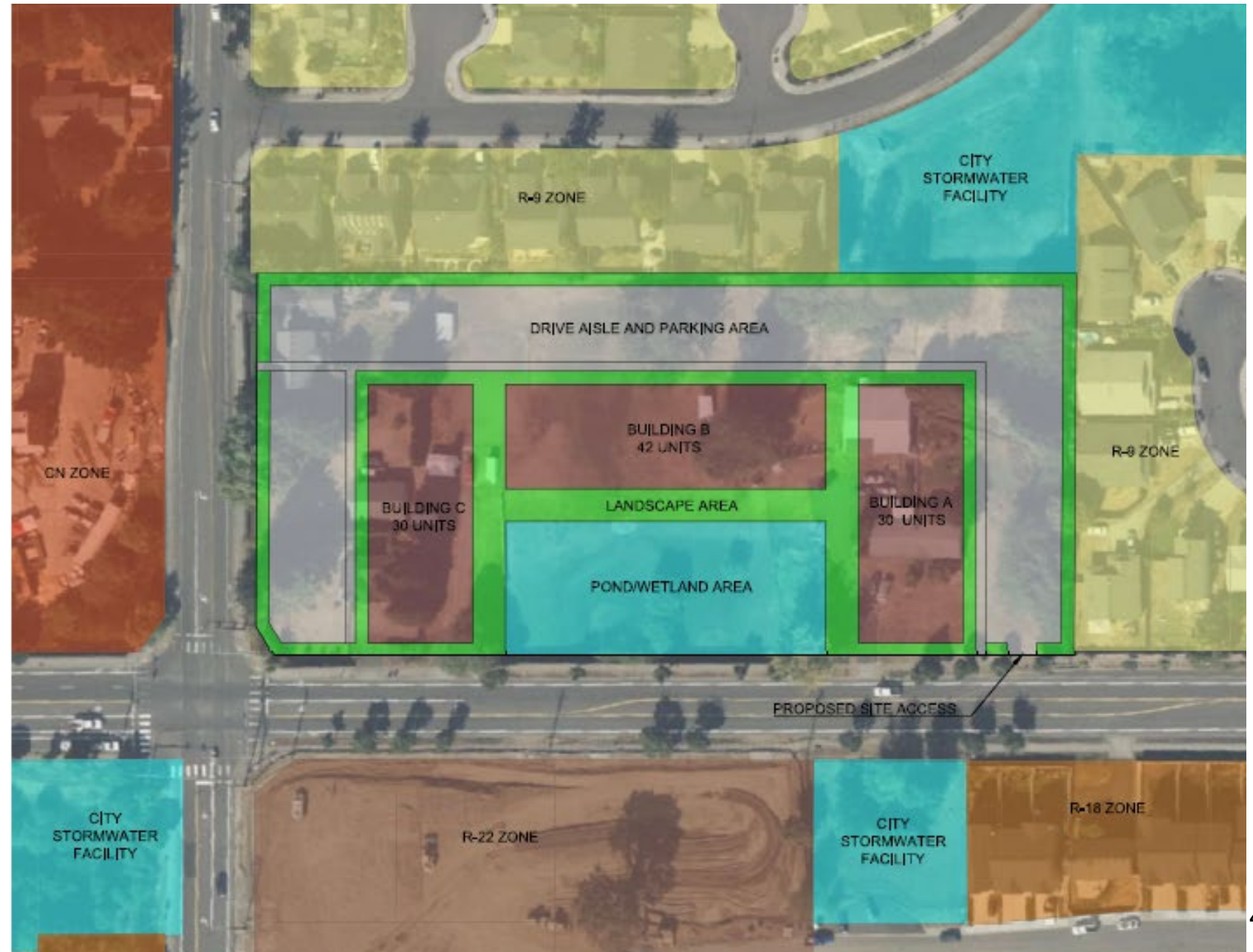
Miller map change - UL/R-9 to UH/R-30 on 4 acres at 63rd Street/72nd Avenue

PC recommended approval 4-2 on October 24, citing need for housing, nearby commercial and public services, and ability to address stormwater specifics at site plan review stage. Five persons testified with concerns about stormwater, traffic, and compatibility.



Miller map change – Applicant's Conceptual Future Layout

102 units envisioned in three apartment buildings, though total unit yield to be determined during site plan review; compliance with City wetland and stormwater standards required.



Wood Duck Springs map change - UL/R- 9 to UH/R-22 and Commercial/CC on 63rd Street/82nd Court

PC unanimously recommended approval, based primarily on need for housing and conceptual site plan. One person testified with concerns about traffic impact on 84th Avenue southeast of site.



Wood Duck Springs map change - UL/R-9 to UH/R-22 and Commercial/CC on 63rd Street/82nd Court

Applicant's conceptual site plan envisions future development of 174 apartment and 70 townhome units, all market rate



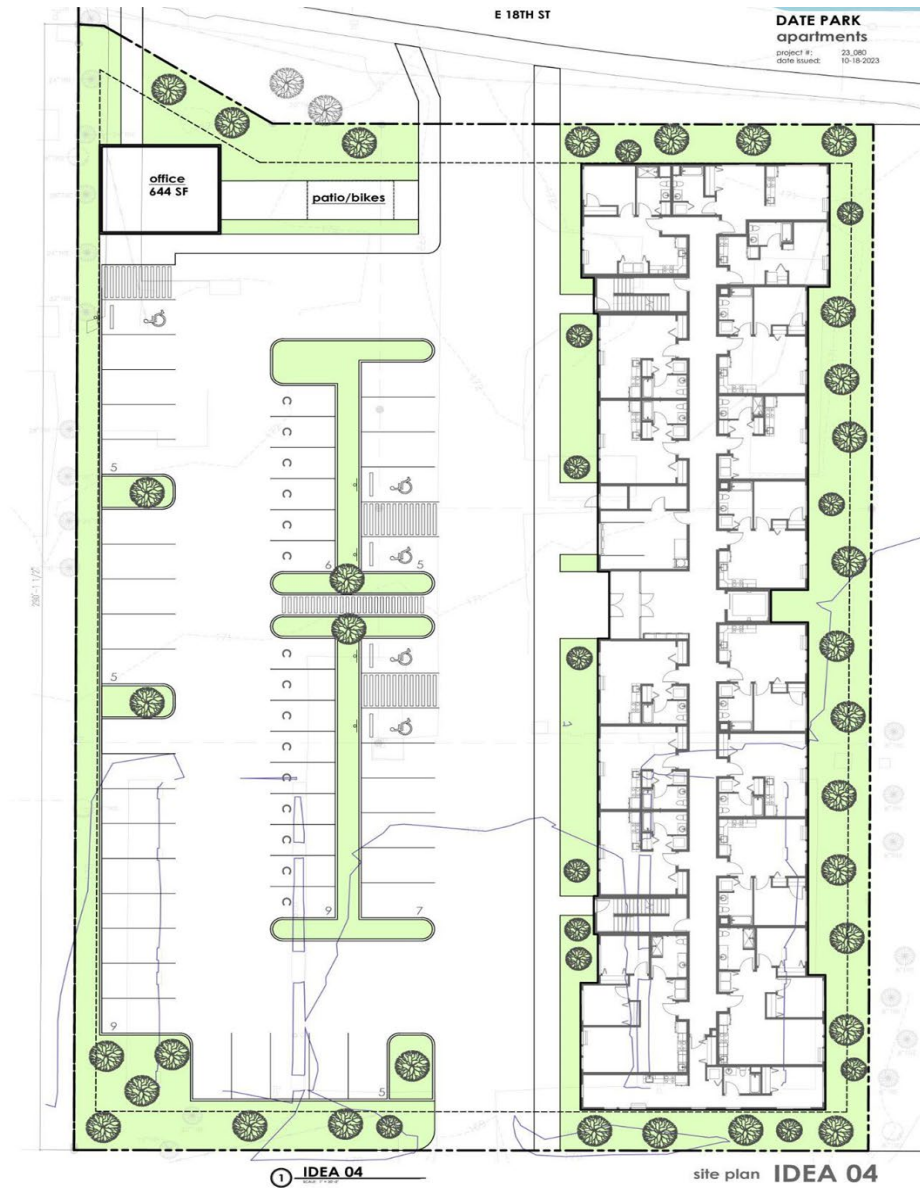
Datepark Map Change – R-18 to R-30 on 18th Street/Todd Road

Planning Commission
unanimously
recommended approval
on October 24, based
primarily on need for
affordable housing



Datepark Map Change – Conceptual Site Plan, 72 units

- D.A. requires future development to be generally consistent with site plan
- Specific D.A. references to affordable housing



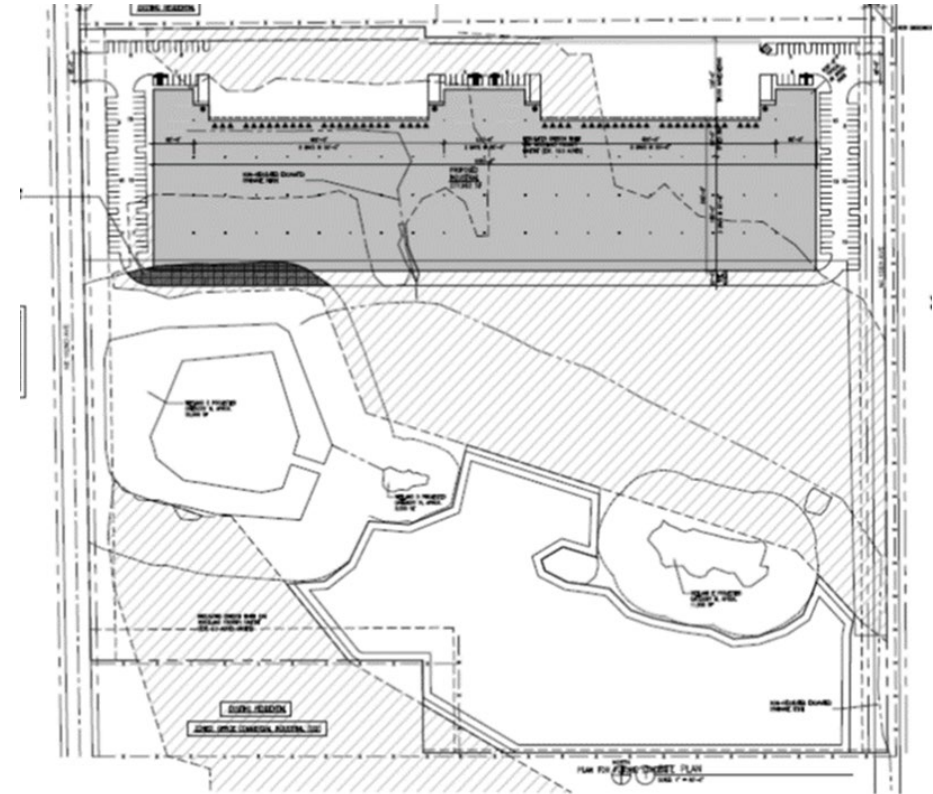
Burnt Bridge Creek West Zoning map change – OCI to IL southwest of Fourth Plain and 162nd Avenue

PC recommended
approval 4-2 on
September 12



Burnt Bridge Creek West Map Change - Background

- If zone is changed to IL, potential for 278,000 sf warehouse on northern third of site, which is heavily forested with Oregon White Oaks
- Under IL or OCI zone, VMC 20.740 Critical Areas Protection requires no net loss of functions and values. Would likely require off-site planting of 12 new acres, and off-site enhancement of 48 acres.
- Future development would be subject to new warehouse development standards. Rezone process does not vest future development.



Proposed Comprehensive Plan and Zoning Text Changes (14)

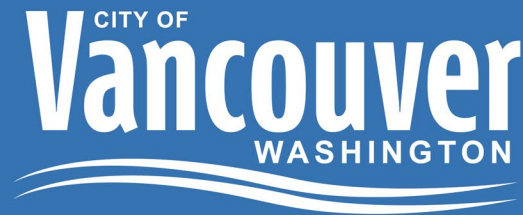
PC unanimously recommended approval of all with one exception- PC did not technically vote on adoption by reference of UFMP due to timing of Council adoption; general support of UFMP at workshops.



- Comprehensive Plan text changes to add two individual parking projects to capital facilities plan, and update to reference latest parks Comprehensive Plan, and adopt by reference Council adopted Urban Forestry Management Plan (UFMP).
- Zoning code text changes to definitions and use classifications, measurements, outdated references, submittal requirements, effective dates, and pre-existing home allowances in cluster developments.
- Zoning code text change to SEPA thresholds under VMC 20.790 SEPA as allowed by statutory changes intended to facilitate housing
 - MFR projects of 200 units or fewer, SFR of 30 units or fewer exempted from SEPA
 - SEPA still required if critical lands present

Thank You

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



ATTACHMENT A: ORDINANCE FOR MILLER MAP DESIGNATION CHANGE

12/04/23

12/18/23

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 105145000, 105150000, and 105155000, at 7318 NE 63rd Street, Vancouver, WA 98662; providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely 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 Urban Low Density Residential and R-9 to Urban High Density Residential and R-30; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 4-2 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, a duly advertised Council Communications discussion on November 6, a duly advertised First Reading on December 4, and a duly advertised public hearing on December 18, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval to increase allowed housing density on the site, but further finds that R-22 zoning provides for a better transition to adjacent single family units, and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; 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, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) 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 24, 2023, 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 hereby amended to change the Comprehensive Plan Map designation at tax lots 105145000, 105150000, and 105155000, from Urban Low Density Residential to Urban High Density Residential.

Section 3. 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 105145000, 105150000, and 105155000, from R-9 to R-22.

Section 4. 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 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

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 105145000, 105150000, and 105155000, at 7318 NE 63rd Street, Vancouver, WA 98662; 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).

ATTACHMENT B: ORDINANCE FOR WOOD DUCK SPRINGS MAP DESIGNATION CHANGE

12/04/23
12/18/23

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 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813 providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely 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 Urban Low Density Residential and R-9 to Urban High Density Residential and R-22, and Commercial and CC; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 25 and September 12, 2023, and a duly advertised public hearing on November 14, 2023, and at which the Planning Commission voted unanimously to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, and duly advertised first ordinance reading on December 4 and public hearing on December 18, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; 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, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) 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 November 14, 2023, 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 hereby amended to change the Comprehensive Plan Map designation at tax lots 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813, from Urban Low Density Residential to Urban High Density Residential and Commercial, as indicated in the rectangle abutting

63rd Street in Attachment A herein.

Section 3. 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 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813, from R-9 to R-22 and CC, as indicated in the rectangle abutting 63rd Street in Attachment A herein.

Section 4. 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 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

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 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813; 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).



ATTACHMENT C: ORDINANCE FOR DATEPARK MAP DESIGNATION CHANGE

12/04/23

12/18/23

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 29373013, 29373062, 986034665, and 29283002 at 3607, 3701 and 3701 ½ E 18th St Vancouver, WA 98661; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely 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 Urban Low Density Residential and R-6 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 and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 7-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; 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, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), 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 24, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. 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 29373013, 29373062, 986034665, and 29283002, from R-18 to R-30.

Section 3 Development Agreement. The City Manager is hereby authorized to enter into a Development Agreement substantially in the form attached hereto as Exhibit A and such executed Development Agreement will be timely recorded with the Clark County, Washington Assessor on the properties that are the subject of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or 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 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

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 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and 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).

Exhibit A Development Agreement

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR: Datepark Condominiums, Inc

GRANTEE: City of Vancouver, a Washington municipal corporation

PROPERTY ADDRESS: 3607, 3701 and 3701 ½ E 18th St Vancouver, WA
98661

FULL LEGAL DESC: See **EXHIBIT A** to This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBERS: 29373013, 29373062, 986034665, and 29283002.,

REFERENCE NUMBER OF

RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: _____, 2023

PARTIES

Datepark Condominiums, Inc hold interest in APNs (collectively the “Property”), located at 3607,3701 and 3701 ½ E 18th St Vancouver, WA 98661. The legal description for the Property is attached as **EXHIBIT A**. Vancouver is a Washington municipal corporation (the “City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Grantor and City are individually referred to as Party and collectively referred to as the Parties. The Parties wish to enter into a development agreement (the “Agreement”) as described in detail below.

RECITALS

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

WHEREAS, Grantor plans to submit the necessary land use and building permit applications in order to build approximately 72 residential dwelling units (the “Project”) on the Property, a preliminary draft proposed site plan for which is attached as **EXHIBIT B**;

WHEREAS, pursuant to Chapter 20.250 Vancouver Municipal Code (VMC), City wishes to facilitate the Project pending applicable land use and building permit approvals;

WHEREAS, the Parties have agreed to a number of items in order to facilitate the Project;

WHEREAS, City agrees to support a zone change on the Property from R-18 to R-30;

WHEREAS, the City and Grantor agree to establish the green building standards for the Project;

WHEREAS, Grantor agrees to include affordable housing in the Project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210 and Chapter 20.250 VMC. It will become a contract between the Parties pursuant to the Effective Date clause below.

Section 2. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect twenty (20) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Affordable Housing. Grantor agrees to include affordable dwelling units in the Project. Specifically, pursuant to City Community Development Department policy for co-sponsoring map change applications, at minimum 40% of the total number of dwelling units in the Project will be covenanted affordable housing available to those households earning no more than 60% of area median income for a period of at least twenty-five (25) years. If the VMC 20.420.04.C.4.a.ii affordable housing density bonus in the R-30 district is utilized at the time of development review, all housing units would need to be affordable at 80% of area median income for 50 years. Prior to the issuance of the first building permit, Grantor shall execute and record against the property an affordable housing covenant to the City that has been approved by the City. This covenant shall ensure affordability throughout the affordability period, provide for annual monitoring by the City (with an annual monitoring fee paid to the City), and provide adequate legal and equitable remedies to the City in the event of non-compliance and/or breach of the covenant.

Section 4. Future Site Development. Grantor agrees that future site plan development shall generally conform with conceptual site plan, Exhibit B herein.

Section 5. Green Building. Grantor agrees that new buildings in the project will undertake the below pursuant to the City of Vancouver Interim Green Building Policy:

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 50% of parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 10% of stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light colored paving surfaces shall be utilized in open spaces

MISCELLANEOUS PROVISIONS

Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon the later of 1) recording, which shall occur within thirty (30) days of Vancouver City Council approval by resolution, or 2) the City's adoption of a zoning designation change on the Property from R-18 to R-30.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the City.

Public Hearing. The Vancouver City Council has approved execution of this Agreement by resolution after a public hearing.

Specific Performance. The Parties specifically agree that monetary damages are not an adequate remedy for breach of this Agreement. Therefore, the Parties are entitled to seek specific performance of all material terms of this Agreement, by any Party in breach.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert

fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Enforcement. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Vesting. The specific development standards set forth in this Agreement govern the Property for the Term of the Agreement as of the Effective Date, pursuant to VMC 20.250.040.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded with the Assessor's Office in Clark County, Washington.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	Vancouver City Council Councilors Attn.: Eric Holmes, City Manager 415 West 6th Street, 2 nd Fl. Vancouver, WA 98660
Grantor	Datepark Condominiums, Inc. Attn.: Asha Prasadary Vance 2005 SE 192 nd Ave., Ste. 200 Camas, WA 98607

With a copy to:

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

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Signatures appear on the following pages.

DATEPARK CONDOMINIUMS, INC

By: _____

Its: _____

Date

CITY OF VANCOUVER

By: _____

Its: _____

Date

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

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 s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

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 s/he signed this

instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

Approved as to form:

County Attorney

EXHIBIT INDEX

EXHIBIT INDEX

EXHIBIT A – Legal Description and Site Map

EXHIBIT B – Proposed Development Map



**ATTACHMENT D: ORDINANCE FOR BURNT BRIDGE CREEK WEST MAP
DESIGNATION CHANGE**

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for tax lot 159112000 at 6103 NE 152nd Avenue; providing for severability; and providing for an effective date.

WHEREAS, an application for a property-specific change to a zoning map designation was submitted to the City of Vancouver to change the designation on said property from Office Commercial Industrial (OCI) to Light Industrial (IL); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on March 14, 2023, June 13, 2023, and July 25, 2023 and a duly advertised public hearing on September 12, 2023, and at which the Planning Commission voted 4-2 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23, 2023 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, and duly advertised first ordinance reading on December 4, 2023 and public hearing on December 18, 2023 following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; 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 March 24, 2023, with one comment submitted by the Washington Department of Fish and Wildlife expressing concerns about potential

ORDINANCE - 1

impacts to Oregon White Oak habitat on the rezone site; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) 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 September 12, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

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 lot 159112000 at 6103 NE 152nd Avenue, from OCI to IL.

Section 3. 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 4. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

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 Zoning map designation for tax lot 159112000 at 6103 NE 152nd Avenue; 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).

ATTACHMENT E - ORDINANCE FOR COMPREHENSIVE PLAN AND ZONING TEXT CHANGES

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver, Vancouver Municipal Code (VMC) Title 20, and the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan; amending Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030; amending VMC 20.150, 20.160, 20.170, 20.180, 20.210, 20.245, 20.270, 20.330, 20.410, 20.740, 20.790, and 20.950; amending the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031); providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed proposed changes at duly advertised work sessions on July 25 and September 12, and duly advertised public hearings on September 12 and October 24, 2023, and at those hearings voted to recommend approval of Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted duly advertised workshops and communications

discussions on October 23, November 6 and November 20, and a duly advertised first reading of the proposed ordinance and public hearing on December 4 and December 18, 2023, following which the Council agrees with the Planning Commission recommendations, and identified one additional zoning code text change; and

WHEREAS, the cumulative environmental impacts of the proposed 2023 Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Determinations of Non-significance (DNS) was issued on September 21, 2023 for the proposed text changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

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 September 12 and October 24, 2023 public hearings, and Commission discussions at those hearings, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Text Changes. Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, are amended as follows:

a. Chapter 5, page 5-33

Community parks provide a focal point and gathering place for broad groups of users. Usually 20 to 100 acres in size, community parks are used by all segments of the population and generally serve residents ~~from within a 1½-mile radius one-to three-mile~~ service area ~~from the park's public access points~~. Community parks often include recreation facilities for organized activities, such as sports fields, skate parks, community gardens and play courts as well as programming such as the amphitheater at Esther Short Park. Community parks may also incorporate such as community or senior centers. Because of their large service area, community parks require more support facilities, such as parking and restrooms. Some middle and high school sites are included in the community parkland inventory, since these facilities can serve some of the community park needs. The acquisition standard is 3 acres per 1,000 people, or a total of 278.5 additional acres needed. In urban areas where an adequate or suitable community park site is no longer available, or where areas are poorly served by a community park, VCPRD considers the modification of neighborhood park standards to compensate for the lack of a community park. Specifically, consideration is given to increasing site size and type of development of neighborhood parks to allow for increased recreation opportunities. In addition, where dense existing neighborhoods may preclude the acquisition of typical acreage for neighborhood parks, VCPRD has acquired and developed small urban parks to address the need for public park spaces in compact urban environments

b. Chapter 5, page 5-38, Capital Facilities Plan

Table 5-14. ~~Vancouver Parks, Recreation & Cultural Services Comprehensive Plan 2023-2032~~ ~~VCPRD Capital Facilities Plan for Vancouver City and UGA, 2011-2016~~

See Attachment B - Parks, Recreation & Cultural Services Comprehensive Plan, 2023 Capital Facilities Plan Summary

Replace existing Table 5-14 with below:

2023 Annual Review - Attachment B
2023-2032 Capital Facilities Plan Summary - Vancouver Parks, Recreation & Cultural Services.

2023-2032 CAPITAL FACILITIES PLAN SUMMARY													
Project Name	Uninflated Local Cost	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total Estimated Local Cost	Potential Outside Funding
Project Type													
Park Acquisition	82,148,036	120,000	25,483,662	14,053,771	11,747,206	16,467,630	10,476,547	4,017,319	9,393,348	4,513,859	4,784,691	101,058,034	5,076,699
Park Development	182,367,000	4,372,000	5,618,000	8,643,855	21,214,774	43,007,961	23,875,729	30,736,472	21,092,925	33,340,114	60,260,336	252,162,165	12,113,114
Park Improvements	5,332,000	1,250,000	619,040	775,284	469,260	497,416	540,643	573,082	607,467	643,915	682,549	6,658,656	138,000
Trails Planning; Capital Repairs	17,067,210	165,000	692,180	1,593,265	11,622,184	1,537,697	405,482	451,089	1,959,230	2,626,662	478,123	21,530,912	-
Special Facility Devel. & Imp.	3,470,000	165,000	1,379,060	1,382,028	814,655	18,937	20,073	21,278	22,554	23,908	25,342	3,872,836	-
GRAND TOTAL	290,384,346	6,072,000	33,791,942	26,448,203	45,868,080	61,329,641	35,318,473	35,799,340	33,075,534	41,148,457	66,231,041	385,282,603	17,327,812

c. Appendix E

The following separate documents, providing technical data, analysis, and background information, are adopted as part of the Vancouver Comprehensive Plan:

I. Facilities and Services Plans

- Vancouver Parks, Recreation & Cultural Services Comprehensive Plan 2022-2031, and subsequent legislatively approved Park Plan and CFP amendments. Vancouver Parks, Recreation and Natural Areas Comprehensive Plan 2014, and 2017-2022 Capital Facilities Plan

- Vancouver Urban Parks, Recreation and Open Space Plan 2002

II. Additional Plans.

- Clark County Natural Areas Acquisition Plan – Legacy Lands Program 2022-2027 1990 Clark County Open Space Plan

- Urban Forestry Management Plan 2007

Section 3. Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031) Text Changes.

CLASSIFICATIONS & STANDARDS

Neighborhood Parks (pg. 57):

Neighborhood parks provide access to basic recreation opportunities for nearby residents for a healthy active lifestyle and respite, support vibrant and distinctive neighborhoods, provide opportunities for social engagement, and preserve and enhance natural resources. These parks are designed primarily for non-organized recreation. Neighborhood parks are generally three to five acres in size and designed to serve residents of all ages and abilities within ½-mile from the park's public access points, creating a half-mile, 10-minute 'walkable' service area walking distance. Sites may vary in size depending upon unique site characteristics and land availability.

Community Parks (pg. 58):

Ideally a minimum of 20 to 100 acres in size, community parks are used by all segments of the population to provide a focal point and gathering place for more organized recreational uses and community events. In addition to the assets typical of neighborhood parks, community parks often include recreation improvements for organized activities such as sports fields, skate parks, picnic shelters, community gardens, trails, event spaces and public art and cultural features. Community parks may also integrate passive recreation space, natural resource areas and community facilities such as community or senior centers. Because of their larger size and palette of recreational features, community parks require more support facilities, including parking and restrooms, and can draw users from a 1½-mile service area from the park's public access points ~~three-mile service area~~. Community parks also serve as the walk-to park of those within the ½-mile service area.

Geographic Distribution Standard (pg. 66):

Additional guidelines for the provision of neighborhood and community parkland include the equitable geographic distribution of parks with designated service areas. Trust for Public Lands, Urban Land Institute and the National Recreation Parks Association provide national benchmarks for the walkability of park access. Each of these agencies promote a ½-mile (radius), 10-minute walking distance service area standard to provide walkable access to the outdoors. Ninety eight percent (98 percent) of our community outreach survey respondents strongly support the importance of the ½-mile standard for park access.

The service area coverage of neighborhood and community parks are identified on Maps 6 and 7 and are available in Section 16, Maps. Service area mapping provides a tool to identify locations with access to parks based upon the adopted distribution standard, and conversely, reveals the service area gaps that inform need for additional acquisitions. The image to the left represents a clip of the mapping model and how it follows public rights of way and easements from all points of public access to a park site to determine the applicable service area. However useful, there are limitations to this tool that we have been working to improve.

**Replace Map 7 Inset- 1½-mile, 3-mile Mile Service Area (Community Parks) *Correct title, legend, and service area layer.*

(cont. pg. 68):

Currently, all parks regardless of size, population density, socioeconomic variables, or quality of improvements have the same ½-mile radius service area for 10-minute walkable access.

Neighborhood Parks: Neighborhood Parks generally serve an area within a ½-mile (radius) service area, or 10-minute walking distance (Map 6). The walkable service areas encourage alternative modes of transportation and reasonable access for people of all abilities from those in wheelchairs, parents pushing a stroller, the elderly using a cane, or an eight-year-old on a bicycle.

Park Type	Geographic Distribution Standard
Neighborhood Park	1/2 Mile Service Area
Community Park	3 Mile Service Area

Park Type	Geographic Distribution Standard
Neighborhood Park	½ mile Service Area (radius) from park public access points
Community Park	1½ mile Service Area (radius) from park public access points

Based on our GIS modeling of the ½-mile service areas for both neighborhood and community parks, 75 percent of all city residents are within walking distance of park properties. However, not all our parks are built with quality assets. Fifteen (15) of our 107 neighborhood and community parks remain undeveloped parks, representing 14 percent of the inventory. Even if we assume all properties are built and of equal quality, 50,000 current residents remain without walkable access to a park. There's still a need for more parks to serve all residents equitably.

Community Parks - Community Parks serve an area with draw from a ¼ mile to 1½-mile ~~3-mile~~ service area (Map 7). They provide the equivalent of a walk-to neighborhood park within the 10-minute service area as well as a 1½-mile ~~3-mile~~ service area as a drive or roll-to facility.

~~Further evaluation is needed to determine if future adjustments are needed to this standard.~~

PARK NEED & LEVEL OF SERVICE

Level of Service (pg. 100):

Skate Parks: At the present time, however, the vast majority of VPRCS's community parks do not contain skate features. In order to distribute major skate facilities more adequately throughout the community, it is suggested that the department assume a 1½-mile ~~3-mile~~ service area radius similar to community parks and develop skate parks in ~~all~~ areas of the city that are currently unserved. The 2021 NRPA ~~standard~~ average for cities of comparable size is 1 skate park per 110,000 residents.

Park Quantity, Quality, Safety and Sustainability Criteria (pg. 105):

The maps shown here provide an example of the potential information available with analysis by the ½-mile park service area. These maps identify the Level of Service within the individual park service areas by park type relative to the adopted standards of two acres per thousand residents for neighborhood parks, and three acres per thousand for community parks.

**Replace Map 20 Level of Service (Community Park 1½-mile ~~3-mile~~ service area) - Correct title, legend, and community park service area layer.*

The 2022 park planning process generated the first GIS analysis by individual park service area, offering detailed demographics and level of service details. A surprising result of the analysis was the low Level of Service of most existing community parks. ~~In future Park Plan review, consideration could be given~~ This data led to a 2023 amendment to reduce the service area reach of the community park classification from 3-miles to 1½ miles, or by individual park. Doing so ~~would~~ significantly improves community park level-of service metrics and provides the mapping tools and data necessary to identify service gaps and guide where additional community park assets could be added to larger neighborhood parks, or where ~~to locate~~ new community park acquisitions are needed. The average level of service for community parks with the narrowed service area improved from approximately 9% of the community park standard to approximately 85%. An additional approach could be expansion of the user capacity within the parks with low Level of Service through additional assets for recreational variety and sustainability of the natural and built landscape.

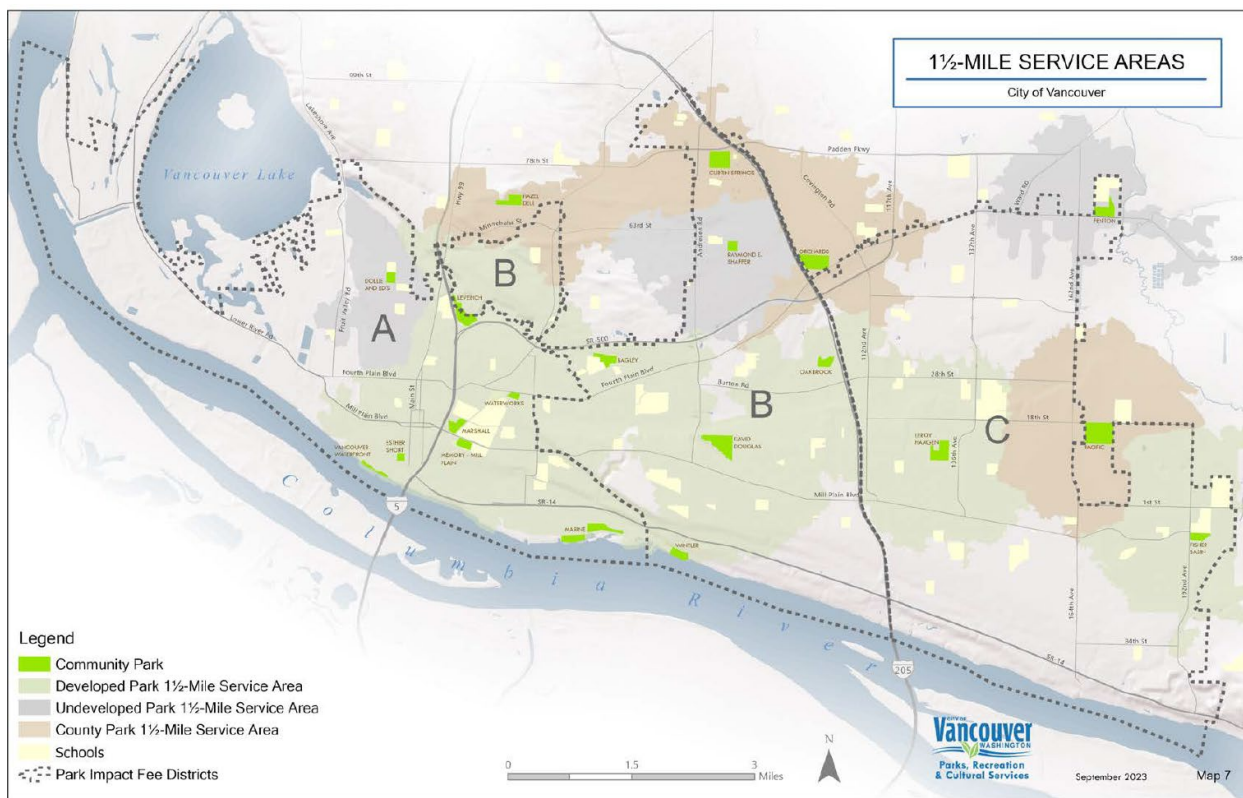
APPENDIX A: TERMS & ACRONYMS

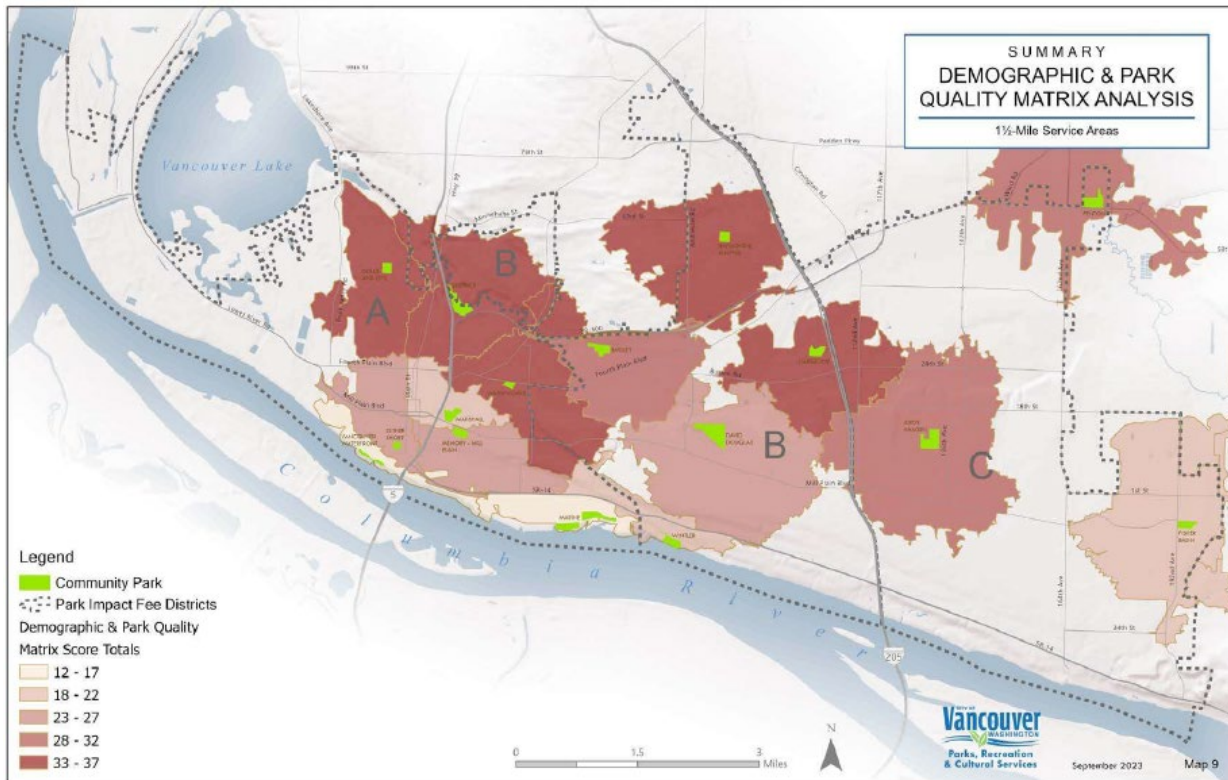
Community Parks (pg. 176):

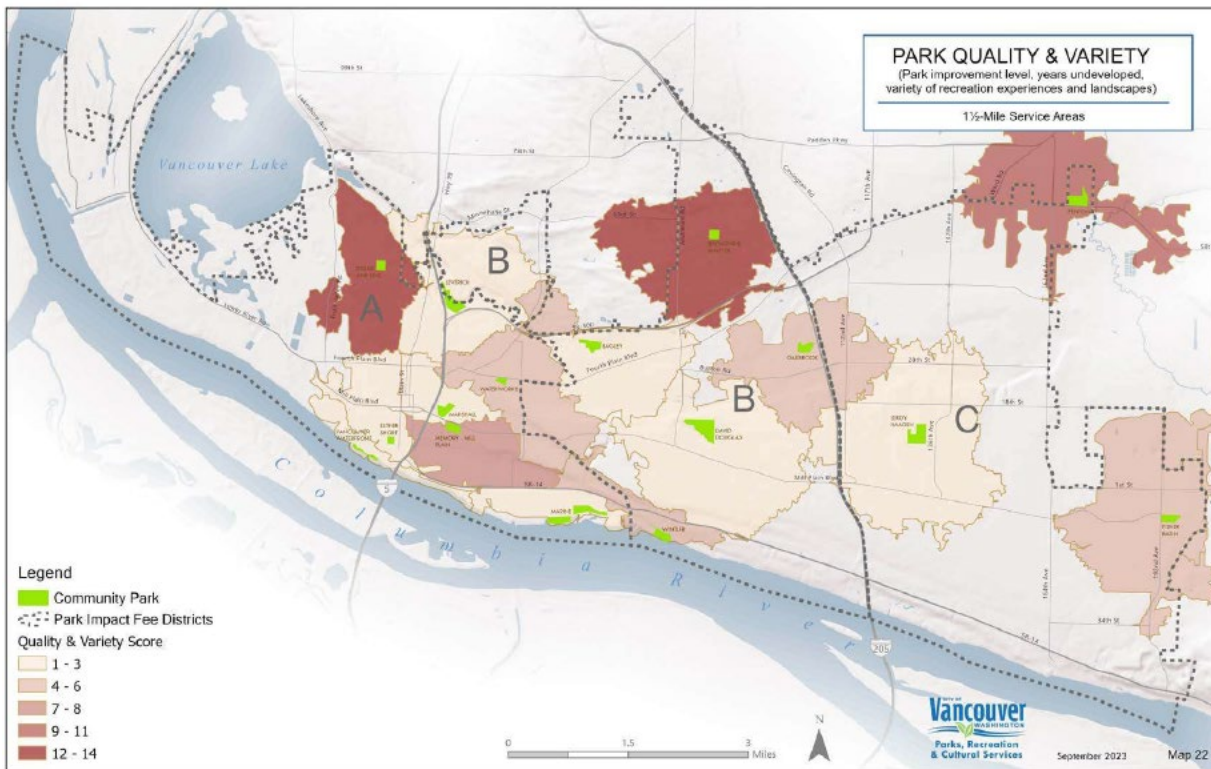
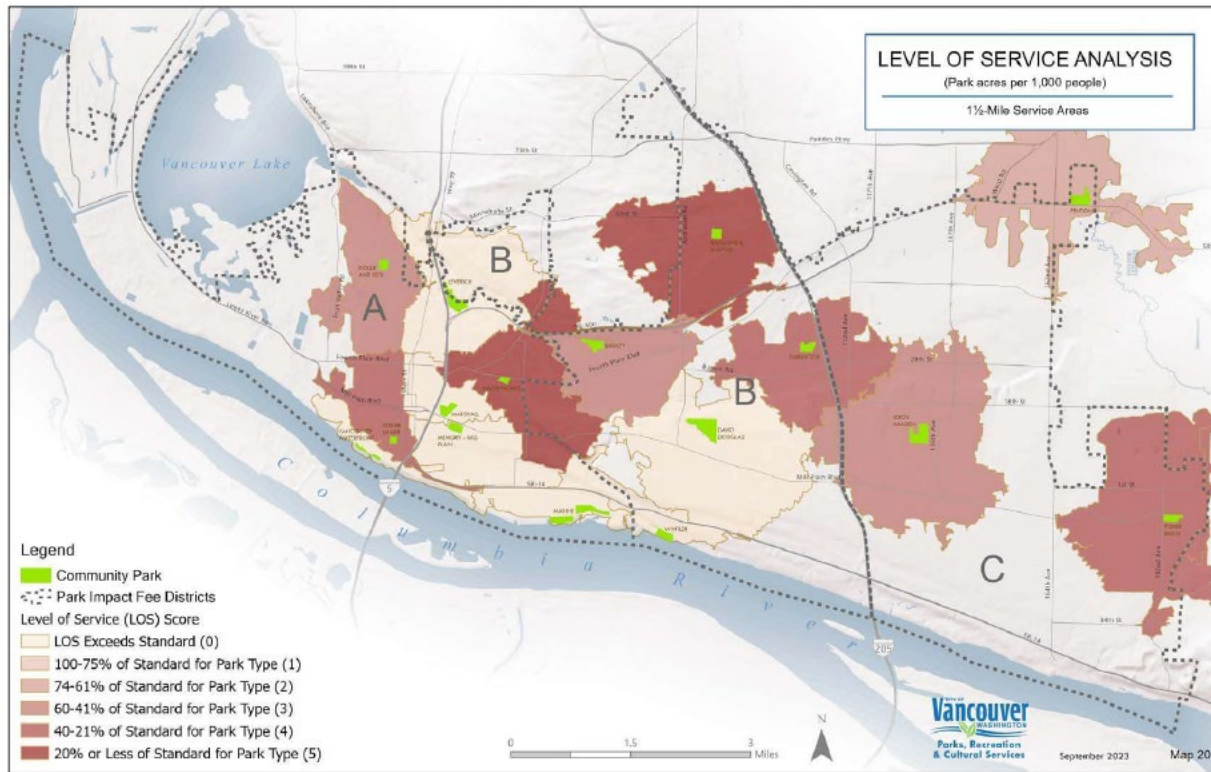
Urban Park Type, ideally 20+ acres, serving residents within a 1½-mile ~~3-mile~~ radius area. Common amenities typically include walking paths, themed play areas, open lawns, benches, shelters, picnic tables, play courts and sport fields. Parking and restrooms are needed due to the larger service area.

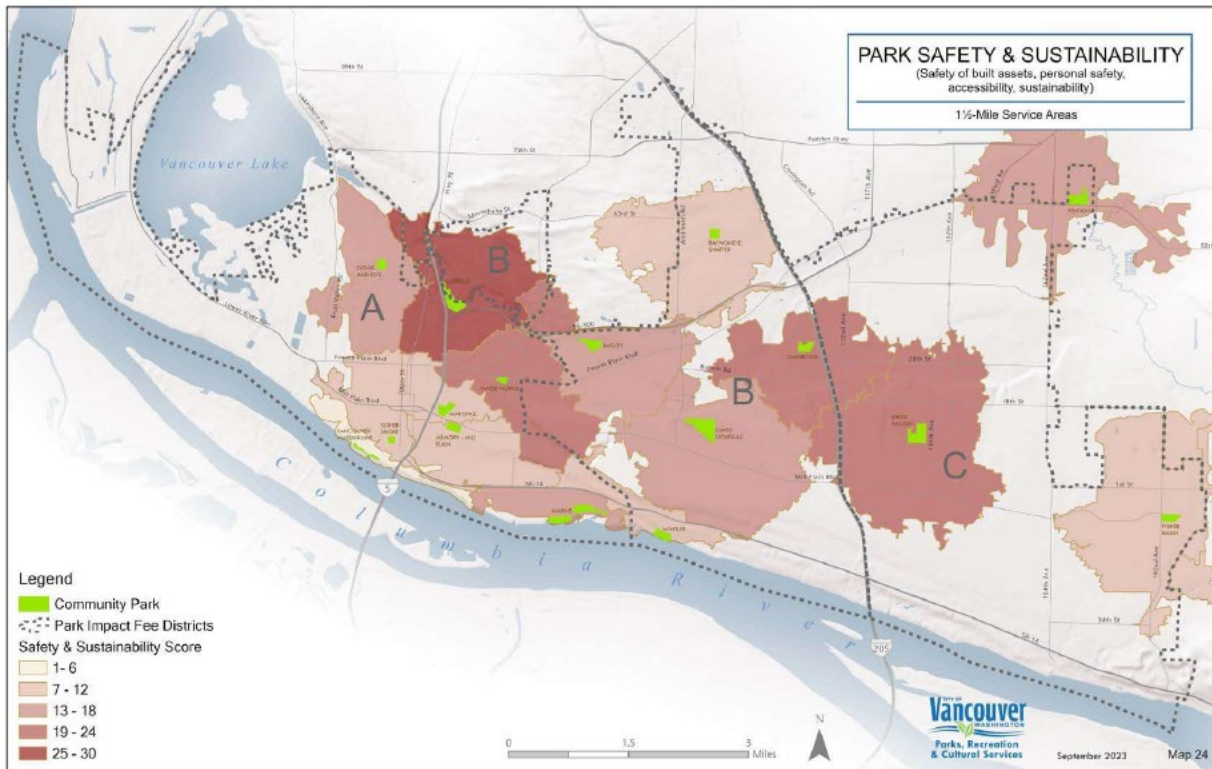
Neighborhood Park - Urban Park Type, typically 2–5 acres, serving residents within a ½-mile, or 10-minute walk service area. Common amenities include walking paths, play areas, open lawns, benches, picnic tables and sport courts. This is a walk-to destination to serve the local community and do not typically include supportive facilities such as restrooms and parking. Some high use areas may warrant expanded amenities and support services where community parks are not available or in higher density land use areas.

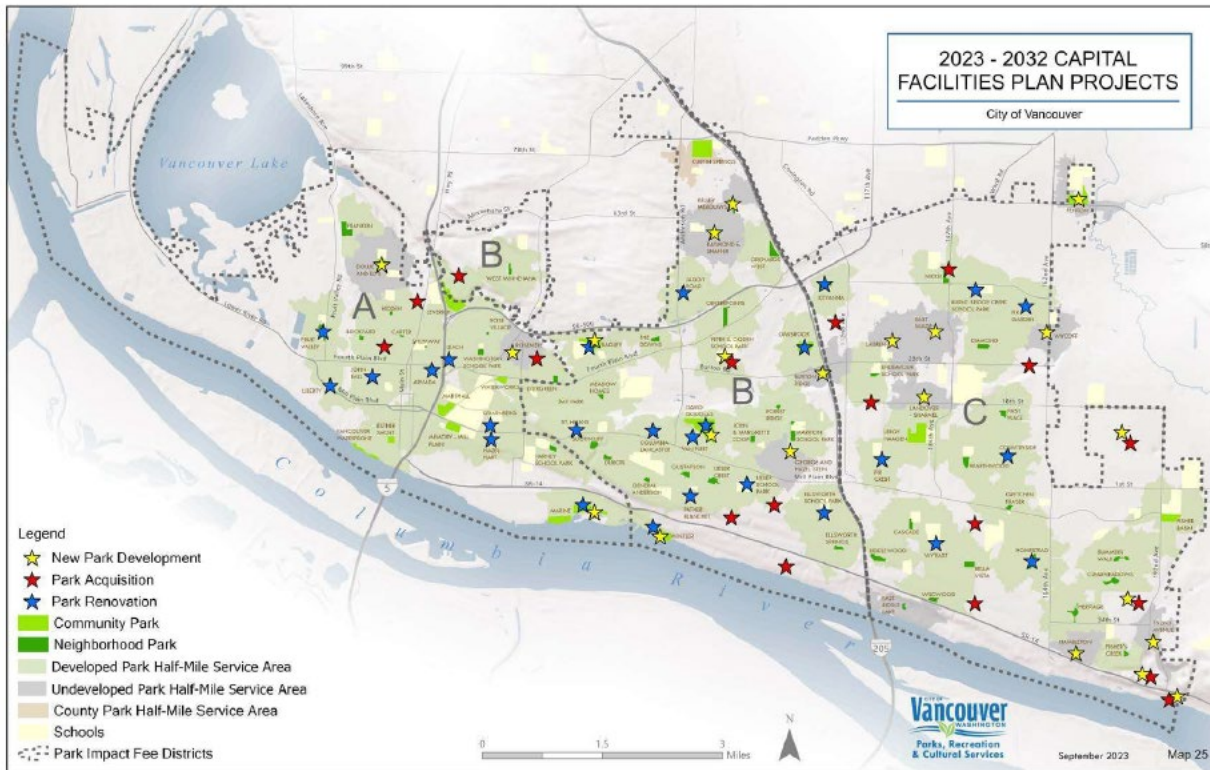
MAPS (pgs. 408-427):











Section 4. Zoning Code Text Changes.

A. VMC 20.150.040.A, which was adopted by Ordinance M-3643 is amended as follows.

VMC [20.150.040.A](#).

Breezeway. A roofed structure for the principal purpose of connecting the main building or buildings on a property with other main buildings or accessory buildings.

B. VMC 20.160.020, which was adopted by Ordinance M- 3643 is amended as follows.

B.14. Transportation Facilities. Bus, trolley, streetcar, light and heavy rail transit stops, ~~and~~ stations and other facilities; water taxi and ferry stations; and accessory bicycle parking. Includes associated fuel storage. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an essential public facility by the provisions of the Growth Management Act.

D.5. Warehouse/Freight Movement. Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include freestanding warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; ~~bus barns~~; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.

E.10. Temporary Uses. Includes uses that are temporary or interim in nature that are not subject to full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted. Uses may include seasonal or special events involving tents, canopies, membrane structures or storage containers. Situations caused by an unforeseen event deemed by the planning official to be an emergency situation or a temporary trailer or prefabricated building for use on any commercial or industrial zoned property as temporary commercial or industrial office or space associated with the primary use.

- C. VMC 20.170.070, which was adopted by Ordinance M-3643, and last amended by M-3692, is amended as follows:

B. Criteria for measuring flag lot widths and depths. Flag lot widths and depths are measured from the midpoints of opposite lot lines of the flag portion of the lot, excluding the access stem.

- D. VMC 20.180.060, which was adopted by Ordinance M-3643 and most recently amended by Ordinance M-4402, is amended as follows:

37.	Subdivisions – Preliminary	
A.	2 – 9 lots (not qualifying as a short subdivision)	\$8,220.00

- E. VMC 20.210.050, which was adopted by Ordinance 3643 is amended as follows:

20.210.050 Type II Applications. ☒

A. *Pre-application conference.* A pre-application conference is required for all Type II applications, unless waived under Section [20.210.080\(B\)](#) VMC before a Type II application is submitted. Pre-application conference requirements and procedures are set forth in Section [20.210.080](#) VMC.

B. *Application requirements.*

1. *Application forms.* Type II applications shall be made on forms provided by the planning official.

2. *Submittal information.* Type II applications shall:

- a. Include the information set forth in the chapter of this title governing the permit requested;
- b. Address the relevant criteria applicable to the permit requested in sufficient detail for review and action; and
- c. Be accompanied by the required fees.

C. *Counter-complete determination.* At the time of application submittal, the city shall make a determination of counter-complete status pursuant to Section [20.210.090](#) VMC.

D. *Fully-complete determination.* No later than 28 calendar days after receipt of a counter-complete Type II application, the planning official shall notify the applicant as to the completeness of the application. Determination of fully-complete status shall be pursuant to Section [20.210.100](#) VMC. An application shall not be deemed fully complete until all information listed in the code applicable to the action requested and/or in the pre-application conference summary is submitted.

E. *Notice of Application.* Within 14 calendar days after the date a Type II application is determined fully complete, the planning official shall issue a Notice of Application which shall include all of the following:

- 1. The case file number(s), the date of application, and the date a fully complete application was filed;
- 2. A description of the proposed project, and a list of project permits included with the application, as well as the identification of other permits not included in the application, to the extent known to the city;
- 3. The proposed SEPA Threshold Determination, if the Optional SEPA Process is used; whether the application is categorically exempt from SEPA, the deadline for submitting comments or appeals under Chapter [20.790](#) VMC, if applicable, or other matters covered by SEPA;
- 4. The identification of any existing environmental documents that may be used to evaluate the proposed project;
- 5. A statement of the public comment period, a statement that the public has the right to comment on the application, receive notice of the decision, request a copy of the decision once made, and a notice of any appeal rights;
- 6. An indication that failure of any party to address the relevant approval criteria with sufficient specificity may preclude subsequent appeals on that issue. Comments directed at the relevant approval criteria are what constitute relevant evidence;

7. An indication that all evidence relied upon by the planning official to make the decision shall be contained within the record and is available for public review. Copies of this evidence can be obtained at a reasonable cost from the planning official;
8. The name of the applicant or applicant's representative and the name, address, and telephone number of a contact person for the applicant, if any;
9. A description of the site, including current zoning and nearest road intersections, sufficient to inform the reader of its location and zoning;
10. A map showing the subject property in relation to other properties or a reduced copy of the site plan;
11. The date, place, and times where information about the application may be examined and the name and telephone number of the city representative to contact about the application;
12. An indication that after the comment period closes, the planning official shall issue a Type II Notice of Decision; and
13. Any additional information determined appropriate by the planning official.

F. *Distribution of Notice of Application.* The Notice of Application shall be published in a newspaper of local circulation and sent to the following persons by **regular** mail:

1. The applicant and all owners of the site which is the subject of the application;
2. All owners and residents of record of property as shown on the most recent property tax assessment roll, located within 500 feet of the site;
3. Any city recognized neighborhood association whose boundaries include the site;
4. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
5. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or which is otherwise entitled to such notice;
6. Any person who requested, in writing, to receive a copy of the Notice of Application.

G. *Comment period.* The planning official shall allow 14 calendar days after the date of Notice of Application is mailed and published in the paper for individuals to submit comments. Within seven calendar days after the close of the public comment period, the Planning official shall mail to the applicant a copy of written comments, including email communications, timely received in response to the Notice of Application together with a statement that the applicant may submit a written response to the comments of the planning official within 14 calendar days from the date the comments are mailed. The planning official in making his decision shall consider written comments timely received in response to the Notice of Application and timely written responses to those comments, including e-mail communications, submitted by the applicant.

H. *Timeline to make Final Decision.* The Final Decision on a Type II application shall be made and mailed pursuant to Section [20.210.050\(I\)](#) VMC not more than 120 calendar days (90 days for short subdivisions) after the date a fully complete determination is made. This period shall not include:

1. Time spent by the applicant to revise plans or provide additional studies or materials requested by the city.
2. Time spent preparing an environmental impact statement.
3. Time between submittal and resolution of an appeal.
4. Any extension of time mutually agreed upon by the applicant and the city in writing.

I. *Final Decision.* The Final Decision on a Type II application shall contain the following information:

1. The nature of the application in sufficient detail to apprise persons entitled to notice of the applicant's proposal and of the decision;
2. The address or other geographic description of the subject property, including a map of the site in relation to the surrounding area, where applicable;
3. The date the planning official's decision shall become final, unless appealed;
4. A statement that all persons entitled to notice or who have standing under Section [20.210.130\(B\)\(2\)](#) VMC may appeal the decision;
5. A statement in boldface type briefly explaining how an appeal can be filed, the deadline for filing such an appeal, and where further information can be obtained concerning the appeal;
6. A statement that the complete case file, including findings, conclusions and conditions of approval, if any, is available for review. The notice shall list the place, days and times where the case file is available and the name and telephone number of the city representative to contact about reviewing the case file;
7. A statement of the applicable criteria and standards pursuant to the Vancouver Municipal Code and other applicable law;
8. A statement of the facts demonstrating how the application does or does not comply with applicable approval criteria;
9. The reasons for a conclusion to approve, approve with conditions or deny the application;
10. The decision to approve or deny the application and, if approved, conditions of approval necessary to ensure the proposed development will comply with applicable law;
11. The date the Final Decision is mailed; and
12. A copy of the mailing labels showing (1) the persons who were mailed the Final Decision, and (2) the persons who were mailed the Notice of Decision.

J. *Distribution of the Final Decision.* The planning official shall provide an affidavit of mailing of the Final Decision as part of the file. The Final Decision shall indicate the date the Final Decision was mailed and demonstrate that the required Final Decision was mailed to the necessary parties in a timely manner. A Final Decision shall be sent by **regular** mail to:

1. The applicant and all owners of the site which is the subject of the application;
2. Any city recognized neighborhood association whose boundaries include the boundaries of the project site;
3. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
4. Any person who requested, in writing, to receive a copy of the Final Decision of the planning official; and

K. *Notice of Decision.* A Notice of Decision shall include the information contained in Sections [20.210.050](#)(l)(1)-(6), (10) and (11) VMC above.

L. *Distribution of Notice of Decision.* The planning official shall provide an affidavit of mailing of the Notice of Decision as part of the file. The Notice of Decision shall indicate the date the notice was mailed and demonstrate that the required notice was mailed to the necessary parties in a timely manner. A Notice of Decision shall be sent on the same day as the Final Decision by **regular** mail to:

1. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or who is otherwise entitled to such notice;
2. Any person who provided written comments on the application during the public comment period and provided a mailing address.

M. *Final Decision and effective date.* A Type II decision is subject to the required appeal period when the Final Decision and the Notice of Decision are mailed. A Type II decision becomes effective on the day after the appeal period expires, unless an appeal is filed, in which case the procedures of Section [20.210.130](#) VMC shall apply. (Ord. M-3643, 01/26/2004)

20.210.060 Type III Applications.

F. VMC 20.245.030, which was adopted by Ordinance M-3643, and last amended by M-4325, is amended as follows

20.245.030

A. Submission requirements. The applicant must submit a completed application form as prescribed by the planning official with applicable fee per Chapter 20.180 VMC, containing the following information:

1. Narrative describing the proposed uses for the site, hours of operation, hours and the frequency of deliveries, and construction schedule.
2. Drawn to scale site plan, legible for digital reproduction, showing accurate representation of the size and shape of the parcel(s), including easements of any kind, all dimensions, and parcel orientation. Include north arrow.
3. Locations, dimensions, and height of all existing and proposed buildings and structures, including garages, carports, decks, patio covers, and other accessory structures. Include dimensions from each other and from all property lines. Show dimensions from each other and from all property lines. Show dimension of eaves projecting beyond a wall or supporting post. Indicate usage of all structures.
4. Location, height, and material of fences, buffers, berms, walls, and other proposed screening. Note the location and dimensions of area of terraces, decks, shelters, and play areas.
5. Lighting plan. This plan shall show all proposed fixtures on-site and within right-of-ways. Show all existing above and underground power lines. (This plan will be routed to Clark County PUD by a City workgroup for comments and compliance with Standards.)
6. Location and detailed layout of vehicle access, site circulation, off-street parking and loading areas, lighting, landscaping, and buffering as required by Chapter 20.925 VMC. Include handicap parking stalls and disembarking areas, accessible route of travel, proposed ramp, and signage, as required by the most current version of the Washington Administrative Code governing accessibility for disabled persons. Include location and screening for proposed solid waste and recyclables storage areas.
7. Summary table which includes parcel zone, total site area, gross floor area by use (e.g., manufacturing, office, retail, storage), itemized number of full size, compact and handicap parking stalls and the collective total number, total lot coverage proposed, and amount of landscaped area.
8. Certified mailing list. Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC 20.210.050 and 20.210.060, decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For non-owner-occupied properties, provide mailing labels addressed to "occupant" as can be determined from available county assessor records (two copies).
9. Floor plan showing the gross square footage of each structure and outdoor activity area proposed on the site, including existing structures and outdoor activity areas to be retained. Include a description of the proposed uses of each structure or portions of a structure and each outdoor activity area. Include location of aboveground utilities and typical elevation drawings of each structure.
10. Pre-application conference summary or approved pre-application waiver, as well as additional information required in the summary.

~~11. One set 8 1/2" X 11" plans.~~

~~10. 12. One copy of a completed~~ Completed SEPA (State Environmental Policy Act) checklist (as required), on City provided form. Include SEPA processing fee, pursuant to Chapter 20.180 VMC, Fees.

~~11. 13.~~ Required processing fee for Conditional Use Permit (See Chapter 20.180 VMC).

~~12. 14.~~ Concurrency letter, addressed to Transportation Manager, with summary of project with projected traffic impacts, ~~8 1/2" X 11" site map~~ with appropriate fee. (See 20.180 VMC).

~~13. 15.~~ Any information deemed necessary to address mitigation for the specific development circumstances. (Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-3663 § 7, 2004; Ord. M-3643, 2004)

G. VMC 20.270.040.C, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179 is amended as follows:

C. Proposed site development plan. The proposed site plan shall be drawn at the same scale as the existing conditions plan and shall include the following information:

1. The proposed site and its dimensions and area, orientation relative to north.
2. Abutting properties or, if abutting properties extend more than 100 feet from the site, the portion of abutting properties within 100 feet of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
3. The location and dimensions of proposed development, including the following:
 - a. Streets and other rights-of-way and public or private access easements on and adjoining the site;
 - b. Vehicle, pedestrian and bicycle parking and circulation areas, including handicapped parking stalls and disembarking areas, accessible route of travel, proposed ramp and signage as required by Chapter 51-40 WAC;
 - c. Loading and service areas;
 - d. Active or passive recreational or open space features;
 - e. Above-ground utilities;
 - f. Existing structures to be retained on the site and their distance from property lines;

- g. Proposed structures on the site, including signs, fences, etc., and their distance from property lines;
- h. The location and type of proposed outdoor lighting and existing lighting to be retained; and
- i. The size and location of solid waste and recyclables storage areas.

4. Summary table which includes parcel zone, total site area, gross floor area by use, (i.e., manufacturing, office, retail, storage), itemized number of full size, compact and handicapped parking stalls and the collective total number, total lot coverage proposed, including residential density calculations.

5. Location, dimension, and purpose of existing easements.

H. VMC 20.330, Binding Site Plans, which was adopted by Ordinance M-3643 and last amended by M-3840, is amended as follows:

20.330.010 Purpose

Purpose. The purpose of the binding site plan process is to provide an alternative to the standard subdivision process for specific types of development. The binding site plan shall only be applied for the purpose of dividing land for:

- A. Sale or for lease of commercially- or industrially-zoned property as provided in RCW [58.17.040\(4\)](#);
- B. A division for the purpose of lease as provided in **applicable** RCW [59.17.040\(5\)](#) when no other structure other than manufactured homes or travel trailers are permitted to be placed upon the land; provided, that the land use is in accordance with the requirements of this Title; and
- C. Condominiums as provided in **applicable** either RCW [64.32](#) or [64.34](#) consistent with RCW [58.17.040\(7\)](#). (Ord. M-3643, 01/26/2004)

20.330.030 Application Submission Requirements

C. Preliminary plat information. The applicant shall provide the following information:

- 1. Existing conditions plan. The following information shall be provided on one or more to-scale drawings:

- a. A vicinity map showing streets and access points, pedestrian and bicycle pathways, transit stops and utility locations within a given radius of the site;
- b. The site size, dimensions and orientation relative north;
- c. The location, name and dimensions of public and private streets adjoining the site;
- d. The location of existing structures and other improvements on the site, including structures, driveways, parking, loading, pedestrian and bicycle paths, passive or active recreational facilities or open space and utilities;
- e. Elevation of the site at 2' contour intervals for grades 0% to 10% and at 5' contour intervals for grades more than 10%;
- f. The approximate location of significant natural conditions as available from the City's and/or County's GIS system such as:
 1. The 100-year flood plain;
 2. The location of drainage patterns and drainage courses;
 3. Unstable ground (lands subject to slumping, slides or movement);
 4. High seasonal water table or impermeable soils;
 5. Areas having severe soil erosion potential;
 6. Areas having severe weak foundation soils;
 7. Significant wildlife habitat or vegetation;
 8. Slopes in excess of fifteen percent (15%);
 9. Significant historic, cultural or archaeological resources, rock outcroppings.

10. Location, dimension, and purpose of existing easements.

2. Preliminary Binding Site Plan. The proposed preliminary binding site plan shall include the following information presented on one or more drawings:

- a. The proposed site and its dimensions and area.
- b. Proposed lots, tracts and easements including dimensions and total acreage.
- c. Abutting properties or, if abutting properties extend more than 100' from the site, the portion of abutting properties within about 100' of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
- d. The location and dimensions of development if proposed, including the following:

1. Streets and other rights-of-way and public or private access easements on and adjoining the site;
2. All parking and circulation areas;
3. Loading and service areas;
4. Active or passive recreational or open space features;
5. All utilities;
6. Existing structures to be retained on the site and their distance from property lines;
7. Proposed structures on the site, including signs, fences, etc., and their distance from property lines if known at time of land division; and
8. The location and type of proposed outdoor lighting and existing lighting to be retained if known at time of land division.
9. Location, dimension, and purpose of existing easements.

I. VMC 20.410, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4377 is amended as follows:

20.410.040 Minimum and Maximum Densities.

A. Purpose. The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. Maximum and minimum densities. The maximum and minimum densities for the low-density residential districts are contained in Table 20.410.040-1.

Table 20.410.040-1. Minimum and Maximum Densities and Lot Sizes^{1, 2}

Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3

R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9
R-17	2,000 sf	21.8	4,900 sf	8.8

1 The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by Chapter 20.260 VMC, infill development, density transfer, cottage clusters and situations where an existing house is allowed on a larger than maximum lot size per subsection (C)(2)(c) of this section (Exceptions). Minimum and maximum densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas.

20.410.050 Development Standards.

A. Compliance Required. All developments must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained a variance(s) in accordance with Chapter 20.290 VMC.
2. All other applicable standards and requirements contained in this title.

B. Development standards. Development standards in low-density residential zoning districts are contained in Table 20.410.050-1 and apply to land divisions approved after the effective date (07/27/2022) of this ordinance (M-4377). These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter 20.902 VMC.

J. VMC 20.740.120, Frequently Flooded Areas, which was adopted by Ordinance M-3692 and last amended by Ordinance M-4325 is amended as follows:

This section shall apply to all special flood hazard areas within the boundaries of the city of Vancouver.

A. Designation. Frequently flooded areas are the areas of special flood hazards identified by the Federal Insurance Administration Administrator and the Federal Emergency Management Agency (FEMA), respectively, in scientific and engineering reports entitled Flood Insurance Study: Clark County, Washington and Incorporated Areas, Volumes 1 and 2 (Numbers 53011CV001A and 53011CV002A, respectively) effective September 5, 2012, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs and their digital version, DFIRMs) and any revisions thereto, which are hereby adopted by reference

and declared to be part of this chapter. The Flood Insurance Study (FIS), FIRMs and DFIRMs are available from the planning official, 415 West 6th Street, Vancouver, WA 98660. (See VMC [20.150.040](#), *Meanings of Specific Words and Terms*, for definitions for “areas of special flood hazards,” “floodplain,” “floodway,” and “frequently flooded areas.”)

When base flood elevation (BFE) data has not been provided in frequently flooded areas (Zone A), the planning official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer the provisions of this chapter. This best available information for flood hazard area identification shall be the basis for regulation until a new FIRM/DFIRM is issued.

B. *Compliance.* All development within special flood hazard areas is subject to the terms of this chapter and other applicable regulations.

C. *Penalties for Noncompliance.* See VMC [20.740.090](#).

D. *Abrogation and Greater Restrictions.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

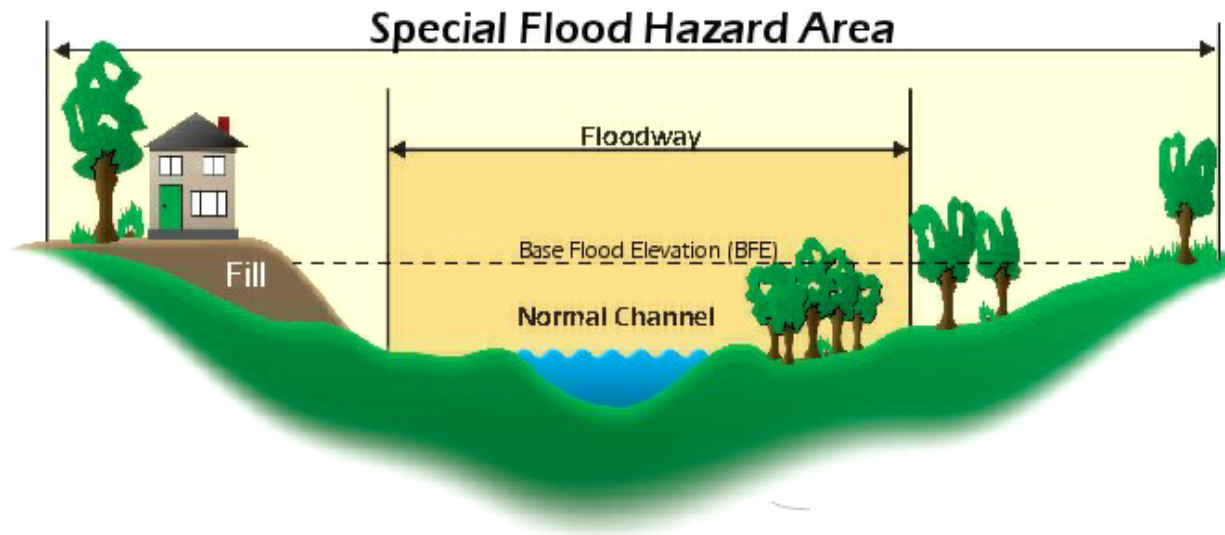
E. *Interpretation (Not Mandatory).* In the interpretation and application of this chapter, all provisions shall be:

1. *Considered as minimum requirements;*
2. *Liberally construed in favor of the governing body; and*
3. *Deemed neither to limit nor repeal any other powers granted under state statutes.*

F. *Warning and Disclaimer of Liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city of Vancouver, any officer or employee thereof, or the Federal Insurance ~~Administration~~ **Administrator** for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

G. *Severability.* This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

Figure 20.740.120-1. Frequently Flooded Areas/Areas of Special Flood Hazards



Adapted from *Floodplain Management: A Local Administrator's Guide to the National Flood Insurance Program, Fifth Edition, FEMA Region 10*

H. *Designation of the Floodplain Administrator (44 CFR 59.22(b)(1)).* The land use program manager is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The floodplain administrator may delegate authority to implement these provisions.

1. *Duties and Responsibilities of the Floodplain Administrator.* Duties of the floodplain administrator shall include, but not be limited to:

a. *Development Review.* Review all proposed developments to:

i. *Determine whether a floodplain permit is required;*

ii. *Make interpretations where needed as to the exact location of special flood hazard area boundaries, with respect to the flood insurance study maps and zoning district boundaries.*

b. *Permit Review.* Review all development permits to determine that:

i. *The permit requirements of this chapter have been satisfied;*

ii. *All other required state and federal permits have been obtained;*

iii. *The site is reasonably safe from flooding;*

iv. *The proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of Section 5.4-1 are met;*

v. *Notify FEMA when annexations occur in the special flood hazard area.*

I. Additional Critical Areas Report Requirements. In addition to the Critical Areas Report requirements in VMC [20.740.050](#), the following information shall be submitted. Elevation data shall reference the NAVD 1988 Datum.

1. Base (100-year) flood elevation in relation to mean sea level. When base flood elevation has not been provided or is not available from an authoritative source, it shall be generated by the applicant for developments which contain at least 50 lots or 5 acres, whichever is less.

2. Elevation in relation to mean sea level, of the lowest floor (including basement) of all existing and proposed structures.

3. Elevation in relation to mean sea level to which any structure's lowest floor (including basement) is raised to be at least 1 foot above the base flood elevation or for nonresidential flood-proofed structures, the elevation in relation to mean sea level to which any structure is flood-proofed.

4. Location of the channel migration zone. See the Clark County Shoreline Inventory & Characterization Report, Volume 1, Lewis and Salmon-Washougal Watersheds and Rural Areas, Map 27, Potential Channel Migration Zone (CMZ) Areas for general locations of channel migration zones. The actual location of the channel migration zone on site must be identified by a qualified professional and mapped in accordance with the submittal requirements of VMC [20.740.050](#).

5. Description of strategies taken to avoid, minimize, and mitigate unavoidable impacts to public safety. When the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(A\)](#)), the Critical Areas Report shall include a discussion of how and whether the proposed development would be reasonably safe from flooding. Historical data, high water marks, photographs of past flooding and other available information will be used as the basis for this discussion and conclusion.

6. Certification, documentation, and demonstration by a qualified professional of how the applicable standards of VMC [20.740.120\(J\)](#) will be met. To support the "no rise" analyses required in VMC [20.740.120\(J\)\(1\)](#), the documentation required in the most recently updated or amended FEMA Region 10 publication, Floodplain Management: A Local Floodplain Administrator's Guide to the National Flood Insurance Program shall be submitted.

J. Performance Standards. Except as noted, the following standards apply to all structures and development (including but not limited to the placement of manufactured homes, substantial improvement, roads, railroads, trails, dikes, levees, or water, sewer, stormwater conveyance, gas, power, cable, fiber optic or telephone facilities) in all areas of special flood hazards and channel migration zones (CMZs). Additional restrictions apply in the floodway.

1. Encroachments.

a. Designated Floodway: Prohibited Encroachments. The following are prohibited in the floodway:

1. Water wells ([20.740.120\(J\)\(4\)\(a\)](#)).

2. On-site waste disposal systems ([20.740.120\(J\)\(5\)\(a\)](#)).

3. Residential structures or other structures for human habitation including but not limited to:

- a. Building envelopes within subdivisions ([20.740.120\(J\)\(9\)\(a\)](#));
 - b. New construction or reconstruction of residential structures ([20.740.120\(J\)\(10\)\(b\)\(1\)](#));
 - c. Placement or replacement of manufactured homes (all types) ([20.740.120\(J\)\(10\)\(b\)\(2\)](#));
 - d. Critical facilities housing vulnerable populations and emergency services ([20.740.120\(J\)\(12\)\(a\)](#)); and
 - e. Recreational vehicles ([20.740.120\(J\)\(13\)\(a\)](#)).
- b. *Designated Floodway: Allowed Encroachments.* In areas where the base flood elevation has been provided and a regulatory floodway has been designated, other encroachments including but not limited to fill, new construction, replacement structures, substantial improvements and other development shall be prohibited unless:
1. Certification by a qualified professional (in this case, a registered professional engineer) is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in a net increase in base flood elevation (less than 0.00 feet, rounded) or flood velocity during the occurrence of the base flood discharge. At a minimum, such “no rise” analyses shall include a step-backwater analysis and a conveyance compensation analysis as required in the most recently updated or amended FEMA Region 10 publication, *Floodplain Management: A Local Floodplain Administrator’s Guide to the National Flood Insurance Program*; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
- c. *No Designated Floodway: Allowed Encroachments.* In areas where the base flood elevation has been provided but a regulatory floodway has not been designated, no encroachments including but not limited to new construction, substantial improvement, or other development (including fill) shall be permitted, unless:
1. The applicant has demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
- d. *Other Areas of Special Flood Hazards and CMZs.* In areas of special flood hazards except the floodway or where the BFE has not been provided, or in channel migration zones, encroachments, including but not limited to fill, new construction, replacement structures, substantial improvements and other development shall be prohibited, unless:
1. A qualified professional provides certification demonstrating that the proposed project would not result in a net loss of flood storage capacity; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
2. *Property Damage.* Development shall not result in adverse impacts to other properties either upstream or downstream.

3. *Drainage. Drainage paths around structures and on slopes shall be adequate to guide floodwaters around and away from proposed structures and adjacent properties.*
4. *Water.*
 - a. *Water wells are prohibited in the floodway.*
 - b. *In areas of special flood hazards except the floodway and in CMZs, water wells shall be constructed to withstand a 100-year flood without adversely impacting groundwater quality (WAC [173-160-171](#)).*
 - c. *All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.*
5. *Waste.*
 - a. *On-site waste disposal systems are prohibited in the floodway.*
 - b. *In areas of special flood hazards except the floodway and in CMZs, on-site waste disposal systems shall be located to avoid flood damage to them or release of contaminants from them during a base flood event.*
 - c. *New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.*
6. *Construction Materials and Methods.*
 - a. *Construction methods and practices shall minimize flood damage.*
 - b. *Construction materials and utility equipment shall be resistant to flood damage. For guidance on flood-resistant materials see the most current FEMA Technical Bulletin 2, Flood-Resistant Materials Requirements.*
 - c. *Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during a base flood event. For guidance on the placement of building utility systems, see the most current FEMA Publication #348, Protecting Building Utilities from Flood Damage.*
7. *Anchoring. All new construction including substantial improvements and all types of manufactured homes shall:*
 - a. *Be elevated on a permanent foundation and securely anchored to an adequate foundation system to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.*
 - b. *Be installed or placed using methods and practices that minimize flood damage. Manufactured home placement shall follow the guidance in the most current FEMA P-85, Protecting Manufactured Homes from Floods and Other Hazards.*
8. *Enclosed Areas Below the Base Flood Elevation.*
 - a. *Enclosed areas below the base flood elevation shall be used only for vehicle parking, building access, or storage.*

b. New or substantially improved enclosed areas below the base flood elevation shall be constructed in accordance with.

1. VMC [20.740.120\(J\)\(7\)](#), Anchoring
2. VMC [20.740.120\(J\)\(10\)\(c\)\(2\)\(d\)](#), Residential Construction
3. VMC [20.740.120\(J\)\(6\)\(b\)](#) and [\(J\)\(6\)\(c\)](#), Construction Materials and Methods

c. Enclosed areas below the BFE shall not be considered to be the lowest floor when they are not part of a basement and meet the requirements of VMC [20.740.120\(J\)\(10\)\(d\)](#).

d. Crawlspace Construction. Crawlspaces are a type of enclosed area below the BFE. Crawlspaces constructed at or above the lowest adjacent exterior grade are preferred. (Note: Insurance premiums for structures with below-grade crawlspaces will be higher than those with the interior elevation at or above the lowest adjacent exterior grade.) Refer to the most current FEMA Technical Bulletin 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas (available from the Planning Official) for more information. Crawlspaces:

1. Are prohibited in areas with flood velocities greater than five feet (5') per second unless designed by a qualified professional (in this case an architect or professional engineer).
2. Shall meet the requirements of VMC [20.740.120\(J\)\(8\)\(a\)](#) through [\(J\)\(8\)\(c\)](#), Enclosed Areas below the BFE.
3. Shall not be considered "basements" for the purposes of VMC [20.740.120](#) when constructed according to the following standards:
 - a. The interior grade of a crawlspace below the base flood elevation must not be more than 2' below the lowest adjacent exterior grade.
 - b. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed 4' at any point.
 - c. The crawlspace must be equipped with a drainage system that removes floodwaters from the interior area of the crawlspace in a reasonable period of time after a base flood event.

9. Subdivisions.

- a. All subdivisions shall be designed:
 1. To ensure that no residential structure or other structures for human habitation are located in the floodway even though lots may extend into the floodway;
 2. To avoid placement of any structures in areas of special flood hazards and in CMZs;
 3. Where it is not possible to design a subdivision in a manner to avoid placement of any structures in areas of special flood hazards or CMZs, the subdivision shall be designed to minimize or eliminate potential flood damage.

b. All subdivisions shall have facilities such as sewer, gas, power, cable, fiber optic, telephone, stormwater and water systems located and constructed to minimize or eliminate flood damage. (See VMC [20.740.120\(J\)\(2\)](#), Property Damage; VMC [20.740.120\(J\)\(4\)](#), Water; VMC [20.740.120\(J\)\(5\)](#), Waste; VMC [20.740.120\(J\)\(6\)](#), Construction Materials and Methods; and VMC [20.740.120\(J\)\(7\)](#), Anchoring.)

c. All subdivisions shall have adequate drainage provided to reduce exposure to flood damage. (See VMC [20.740.120\(J\)\(3\)](#), Drainage.)

10. Residential Construction (Including Manufactured Homes).

a. Residential Construction in the Floodway.

1. New construction and reconstruction of residential development including placement and replacement of all types of manufactured homes is prohibited in the floodway, **unless sited as a temporary use in accordance with subsection.**

2. Existing residential structures and manufactured homes in the floodway are nonconforming, but may be repaired or improved, provided:

a. The repair or improvement does not increase the ground floor area of the structure; and

b. The repair or improvement does not result in adverse impacts to other properties either upstream or downstream; and

c. The cost of the repair or improvement does not exceed 50% of the market value of the structure either:

1. Before the start of repair or improvement where there is no damage to the structure; or

2. Before flood or other damage to the structure occurred.

d. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the Planning Official and which are the minimum necessary to assure safe living conditions may be excluded from the 50%.

e. Any project for improvement to a structure identified as a historic place may be excluded from the 50%.

b. Residential Construction in Other Areas of Special Flood Hazards and CMZs. In areas of special flood hazards except the floodway and in channel migration zones:

1. New residential construction and reconstruction, including all types of manufactured homes and other structures for human habitation shall meet all the provisions of this chapter, including VMC [20.740.120\(J\)\(8\)](#) and [\(J\)\(10\)\(c\)](#) through [\(J\)\(10\)\(d\)](#).

2. New placement or replacement of all types of manufactured homes shall meet the standards of VMC [20.740.120\(J\)\(7\)](#), Anchoring.

3. Repair or Substantial Improvement. All provisions of this chapter (including the elevation standards of VMC [20.740.120\(J\)\(8\)](#) and [\(J\)\(10\)\(c\)](#) and [\(J\)\(10\)\(d\)](#)), all state and local health, sanitary, safety codes,

and where applicable, historic preservation codes shall be met when the cost of repair or improvement of an existing residential structure exceeds 50% of the market value of the structure either:

- a. Before the start of repair or improvement where there is no damage to the structure; or
- b. Before flood or other damage to the structure occurred.
- c. Elevation.

1. *BFE Established.* The lowest floor (including basement) of new residential structures (including but not limited to reconstruction, substantial improvement, the placement or replacement of all types of manufactured homes) shall be elevated at least one foot above base flood elevation. Structures shall be elevated using means other than fill (such as extended foundation or other enclosure walls, piles, or columns) whenever feasible. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE.

2. *No BFE.* In areas where the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(A\)](#) and [\(J\)\(5\)](#)) and the Critical Areas Report demonstrates to the satisfaction of the Planning Official that the proposed development would be reasonably safe from flooding, new residential construction (including but not limited to substantial improvement and the placement of manufactured homes) shall be elevated at least 2' above the highest adjacent grade. (Note: Failure to elevate at least 2' above the highest adjacent grade may result in higher insurance rates.)

d. *Fully Enclosed Areas Below Lowest Floor.* Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be certified by a qualified professional (in this case, a registered professional engineer or architect), or must meet or exceed the following minimum criteria:

- 1. Contain a minimum of 2 openings having a total net area of not less than 1 square inch for every 1 square foot of enclosed area subject to flooding;
- 2. The bottom of all openings are no higher than 1 foot above grade; and
- 3. Openings permit the automatic entry and exit of floodwaters even when equipped with screens, louvers, or other coverings or devices.

For guidance on flood openings, see FEMA Technical Bulletin 1-93, *Openings in Foundation Walls*.

4. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for automatic entry and exit of floodwaters.

11. *Nonresidential Construction.* New construction and substantial improvement of any nonresidential structure shall either be elevated (subsection [\(J\)\(11\)\(a\)](#) or [\(J\)\(11\)\(b\)](#) of this section) or flood-proofed (subsection [\(J\)\(11\)\(c\)](#) of this section):

- a. *Be Elevated: BFE Established.*

1. Have the lowest floor, including basement, elevated at least one foot above the base flood elevation or elevated as required by ASCE 24, whichever is greater;
2. Meet the same standards for space below the lowest floor as described in subsections [\(J\)\(8\)\(d\)](#) and [\(J\)\(10\)\(d\)\(1\)](#) through [\(J\)\(10\)\(d\)\(3\)](#) of this section; and
3. Have mechanical equipment and utilities waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater.

b. Be Elevated: No BFE.

1. In areas where the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(J\)\(2A\)](#) and [\(3.120\(B\)\(5\)\)](#) and the Critical Areas Report demonstrates to the satisfaction of the Planning Official that the proposed development would be reasonably safe from flooding, new nonresidential construction shall be elevated at least 2' above the highest adjacent grade. Failure to elevate at least 2' above the highest adjacent grade may result in higher insurance rates; and
2. Meet the same standards for space below the lowest floor as described in [20.740.120\(J\)\(8\)\(d\)](#) and VMC [20.740.120\(J\)\(10\)\(d\)](#); or

c. Be Flood-Proofed. Together with attendant utility and sanitary facilities shall:

1. Be flood-proofed so that below one foot (or more) above the base flood elevation, the structure is watertight with walls substantially impermeable to the passage of water or dry flood-proofed to the elevation required by ASCE 24, whichever is greater;
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
3. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Planning Official as set forth in VMC [20.740.120\(L\)](#).

12. Critical Facilities.

- a. Critical facilities housing vulnerable populations and emergency services shall be prohibited in the floodway.*
- b. In areas of special flood hazards except the floodway and in CMZs, construction of new critical facilities shall be prohibited unless the applicant demonstrates that:*
 1. No feasible alternative site is available; and either:
 - a. The lowest floor, entrances, egresses, and to the extent feasible access routes are elevated to three feet above the base flood elevation or to the elevation of the 500-year flood, whichever is higher; or*
 - b. The applicant demonstrates that other measures would ensure that in the event of a flood, the facility would remain safe and fully operational and that potentially harmful materials would not be displaced by or released into floodwaters. Such measures shall be conditions of approval of the Critical Areas Permit.*

13. *Recreational Vehicles.*

- a. *Recreational vehicles shall be located outside the floodway.*
- b. *Recreational vehicles in areas of special flood hazard except the floodway and in CMZs shall either:*
 - 1. *Be on the site for fewer than 180 consecutive days;*
 - 2. *Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect-type water, sewer, stormwater, gas, power, cable, fiber optic, telephone, and security devices, and have no permanently attached additions; or*
 - 3. *Meet the requirements of VMC [20.740.120\(J\)\(7\)](#), Anchoring; VMC [20.740.120\(J\)\(8\)](#), Enclosed Areas below the Base Flood Elevation; and VMC [20.740.120\(J\)\(10\)\(c\)](#), Elevation.*

14. *Appurtenant Structures (Detached Garages and Small Storage Structures). For A zones:*

- a. *Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:*
 - i. *Use of the appurtenant structure must be limited to parking of vehicles or limited storage;*
 - ii. *The portions of the appurtenant structure located below the BFE must be built using flood-resistant materials;*
 - iii. *The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;*
 - iv. *Any machinery or equipment servicing the appurtenant structure must be elevated or flood-proofed to or above the BFE;*
 - v. *The appurtenant structure must comply with floodway encroachment provisions in Section 5.4-1;*
 - vi. *The appurtenant structure must be designed to allow for the automatic entry and exit of floodwaters in accordance with Section 5.2-1(5);*
 - vii. *The structure shall have low damage potential;*
 - viii. *If the structure is converted to another use, it must be brought into full compliance with the standards governing such use; and*
 - ix. *The structure shall not be used for human habitation.*
- b. *Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.2-1.*
- c. *Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the floodplain administrator for verification.*

15. *Alteration of Watercourse.*

a. The planning official shall notify adjacent communities and the state coordinating agency, Washington State Department of Ecology, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration **Administrator**.

b. Alteration or relocation of a watercourse shall be allowed only after:

i. Certification by a qualified professional that the alteration or relocation:

A. Is the only feasible alternative or is part of a restoration project approved by the appropriate state or federal agencies;

B. Will not diminish the flood-carrying capacity of the watercourse;

C. Will not block side channels;

D. Will be accomplished using soft armoring techniques wherever possible;

E. Will avoid to the extent possible and then minimize and mitigate removal of vegetation including downed woody vegetation; and

F. Will not endanger development in the channel migration zone.

ii. The applicant provides assurance acceptable to the planning official of maintenance of the relocated channel such that the flood carrying capacity of the watercourse is not diminished.

16. Changes to Special Flood Hazard Area.

a. If a project will alter the BFE or boundaries of the SFHA, then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a letter of map change, then the project proponent shall initiate within 180 days of the information being made available, and receive approval of, a conditional letter of map revision (CLOMR) prior to approval of the development permit. The project shall be constructed in a manner consistent with the approved CLOMR.

b. If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the floodplain administrator to be attached to the floodplain development permit, including all required property owner notifications.

K. Variances and Minor Exceptions. Variances as interpreted in the National Flood Insurance Program are based on the principle that they pertain to a physical piece of property. They apply to the land and are not personal in nature, do not pertain to the structure, its inhabitants, or economic or financial circumstances. The development standards contained in VMC [20.740.120](#), Frequently Flooded Areas are required by the Federal Emergency Management Agency (FEMA) under the National Flood Insurance Program (NFIP) to protect life and property from flood damage.

Variances from the NFIP standards of VMC [20.740.120](#) shall meet the approval criteria and other requirements of VMC [20.740.120\(K\)](#) in addition to any other applicable variance criteria or requirements (e.g., VMC [20.290](#) or VMC [20.760](#)). Variances from the NFIP standards of VMC [20.740.120](#) shall be

processed as Type I or II variances or shoreline variances as appropriate, not as Minor Exceptions (VMC [20.740.070](#)).

Variances or minor exceptions from other critical area standards (any standards of VMC [20.740](#) not in Section VMC [20.740.120](#)) shall meet the applicable criteria and follow the applicable procedures for the relief requested (VMC [20.740.070](#), VMC [20.290](#), or VMC [20.760](#))

1. NFIP variances may be allowed:

a. For Historic Structures. NFIP variances may be issued for the repair, reconstruction, rehabilitation or restoration of ~~structures listed on the National Register of Historic Places, the Washington Heritage Register, Washington's Heritage Barn Register, Washington's Historic Property Inventory Database, Clark County Cultural Resources Inventory, or Clark County Heritage Register, provided:~~ Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure. This variance possibility is only available to those structures that are:

i. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

ii. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

iii. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior;

iv. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or

b. Directly by the Secretary of the Interior in states without approved programs.

v. The proposed development will not preclude the structure's continued designation as a historic structure;

b. From the Elevation Standard. An NFIP variance from the elevation standard may be issued for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood elevation. As the lot size increases the technical justification required for issuing the variance increases.

c. From the Flood-proofing Standard for Non-Residential Buildings. NFIP variances may be issued for nonresidential buildings to allow a lesser degree of flood-proofing than watertight or dry flood-proofing where it can be determined that such action:

1. Will have low damage potential;

2. Complies with all other NFIP variance criteria except VMC [20.740.120\(K\)\(1\)\(a\)\(2\)](#);

3. Complies with VMC [20.740.120\(J\)\(4\)](#), Water; VMC [20.740.120\(J\)\(5\)](#), Waste; VMC [20.740.120\(J\)\(7\)](#), Anchoring; and VMC [20.740.120\(J\)\(9\)](#), Subdivisions.

d. For Allowed Development within the Floodway. NFIP variances may be issued for development within a floodway only when the requirements of VMC [20.740.120\(J\)\(1\)\(b\)](#) are met.

2. *NFIP Variance Approval Criteria.* NFIP variances from elevation and flood-proofing standards, and for development in the floodway (VMC [20.740.120\(K\)\(1\)\(a\)\(2\)](#) through (4) may be granted only if the applicant demonstrates that the requested action conforms to all of the following criteria:

- a. *The NFIP variance is the minimum necessary, considering the flood hazard, to afford relief.*
 - b. *The applicant has demonstrated good and sufficient cause.*
 - c. *Failure to grant the NFIP variance would result in exceptional hardship to the applicant. (Exceptional hardship for an NFIP variance is described in a FEMA memorandum dated July 22, 1986 entitled Resource Materials on NFIP Variance Criteria available from the Planning Official.)*
 - d. *Granting the NFIP variance will not result in increased flood heights or velocities, additional threats to public safety, significantly increased property damage potential, extraordinary public expense, or conflict with existing local laws or ordinances.*
 - e. *Demonstration that the following factors have been considered:*
 1. *The danger that materials may be swept onto other lands to the injury of others;*
 2. *The danger to life and property due to flooding or erosion damage;*
 3. *The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;*
 4. *The importance of the services provided by the proposed facility to the community;*
 5. *The necessity to the facility of a waterfront location, where applicable;*
 6. *The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;*
 7. *The compatibility of the proposed use with existing and anticipated development;*
 8. *The relationship of the proposed use to the comprehensive plan;*
 9. *The safety of access to the property in times of flood for ordinary and emergency vehicles;*
 10. *The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and*
 11. *The costs of providing governmental services during and after flood conditions, including maintenance and repair of facilities such as sewer, gas, electrical, stormwater, and water systems, and streets and bridges.*
3. *Notices Required.* A notice to the applicant is required whenever a variance is approved, approved with conditions, or denied. Such notice shall include the decision and the reasons for the decision. When a variance from the elevation standard is approved or approved with conditions, such notice shall state that the structure will be permitted to be built with a lowest floor elevation below that normally required with

respect to the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

L. Information to be Obtained and Maintained.

1. For all new and substantially improved structures and development, the planning official shall complete Section B of a current elevation certificate and obtain and record on that certificate:

a. For elevated (rather than flood-proofed) structures and development, the actual (as-built) elevation in relation to mean sea level of the lowest floor (including basement), and whether or not the structure contains a basement.

b. For nonresidential, flood-proofed structures, the elevation to which the structure was flood-proofed. All flood-proofing certifications shall also be maintained.

c. Maintain all records pertaining to development in frequently flooded areas subject to the provisions of this chapter, VMC [20.7.40](#), for public inspection.

*2. Records of Variance Actions. The planning official shall keep records of all variance actions and report any approved variances to the Federal Insurance Administration **Administrator** upon request.*

3. Records of Appeal Actions. The planning official shall keep records of all appeal actions. (Ord. M-4325 § 3, 2020; Ord. M-4020 § 2, 2012; Ord. M-4017 § 9, 2012; Ord. M-3844 § 2, 2007; Ord. M-3692 § 2, 2005)

G. VMC 20.790.840, which was adopted by Ordinance M-3643 is amended as follows:

A. Minor new construction funding. Pursuant to discretion and authority contemplated in 197-11-800(c) WAC, the City establishes the following exempt levels for "minor new construction," finding, as a matter of fact, that such exempt levels are supported by local conditions, including zoning and other land use plans or regulations, and by the fact that the City is an almost entirely urban and developed area:

*1. Residential **projects dwellings**: those containing **20 200 multi-family** dwelling units or fewer, **30 single family units or fewer, or 100 single family units or fewer on lots less than 1500 square feet in size.***

2. Agricultural structures: those containing 30,000 gross square feet or less.

3. Office, school, commercial, recreational, service or storage buildings: those containing 12,000 gross square feet or less, and which contains 40 parking spaces or fewer.

4. Parking lots: those containing 40 parking spaces or fewer.

5. Landfills and excavations: those consisting of 500 cubic yards or less.

B. Establishing new exemptions levels. Whenever the City establishes new exempt levels under this Section, it shall send them to the Headquarters Office of Ecology under 197-11-800(1)(c) WAC. (Ord. M-3643, 2004)

L. VMC 20.950, which was adopted by Ordinance M-4377 is amended as follows:

20.950.020 Applicability.

A. *Permitted zones and required minimum project size.* Cottage cluster housing developments shall be allowed on properties 20,000 square feet or larger in size, in the R-17, R-9, R-6, R-4 and R-2 zoning districts. Lot size minimums of the underlying zone are not applicable to cottage cluster developments.

B. *Permitted Uses.* Cottage cluster development uses shall be limited to attached and detached single-family homes and associated outbuildings, public or private open space, and parking areas. Duplexes or attached single-family homes may constitute no more than 20 percent of the total number of units. Home occupations pursuant to Chapter [20.860](#) VMC shall be permitted only if there are no employees residing off site. Accessory dwelling units pursuant to Chapter [20.810](#) VMC shall be permitted only if located entirely within the single-family homes.

C. The narrow lot development standards in Chapter [20.927](#) VMC and R-17 zoning district standards of Chapter [20.410](#) VMC shall not apply to cottage housing developments. (Ord. M-4377 § 2(d), 2022)

20.950.030 Site Development and Design Standards.

A. General Standards.

1. Cottage housing developments may be allowed at up to ~~two times~~ 200 percent of the maximum density of the underlying zone, including any accessory dwelling units.

2. Cottage housing developments shall contain a minimum of four and a maximum of 12 units in a cluster; provided, that a cottage development may contain up to two clusters.

3. Each single-family cottage shall not exceed 1,600 square feet in total floor area, and each duplex cottage 3,000 square feet. Floor areas of attached or detached garages and outbuildings shall count towards these size limits, with the exception of the first 200 hundred square feet of garage or outbuilding per single-family cottage, or 400 square feet per duplex. Existing single-family homes may remain on site but will be counted toward the total density.

4. Building heights may not exceed 25 feet within 50 feet of the project site perimeter, and 30 feet elsewhere in the site. Roofs higher than 18 feet shall be pitched at a ratio of at least 6:12.

5. Covered porches shall be at least 60 square feet, with no dimension less than five feet.

6. Buildings shall be set back at least 10 feet from the nearest public or private road, and at least five feet from other buildings. Building setbacks to exterior property lines shall be that of the underlying zoning district.

B. *Cottage Orientation.* Cottages must be clustered around a common courtyard and must meet the following standards:

1. At least 75 percent of the cottage units shall be located within 25 feet of a common courtyard, and shall have covered porches and main entries which face the common courtyard or an adjacent public street.

Section 4. 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 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver, Vancouver Municipal Code (VMC) Title 20, and the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan; amending Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030; amending VMC 20.150, 20.160, 20.170, 20.180, 20.210, 20.245, 20.270, 20.330, 20.410, 20.740, 20.790, and 20.950; amending the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031); providing for severability; and establishing 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).

ATTACHMENT F WRITTEN COMMENTS RECEIVED AS OF 12/1/23

From: Terry Dunn
To: Planning Commission
Subject: Requested zone change at the corner of SE 15th street and SE 192nd Avenue
Date: Saturday, October 14, 2023 11:56:21 AM

You don't often get email from terrydunn11@gmail.com. [Learn why this is important](#)

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

To the Vancouver Planning Commission,

I am writing to argue against the approval of the zone change at the corner of SE 15th street and SE 192nd Avenue. I hope the commission will take these points into consideration when they make a decision on the zone change.

Firstly, it is disturbing to read the false statements made by Planning Commission staff in support of the change. Staff supports the requested change by saying “applies with applicable criteria for Comprehensive Plan and zoning map changes”. Further, the principal planner states, “the proposed development would be consistent with the surrounding area”. Both these statements are factually false. The change would drastically change the neighborhood character in violation of the Vancouver Municipal Code and the Washington Administrative Code. Nowhere in the neighborhood is there high density housing. The surrounding areas were not constructed/designed to handle high-density living

Secondly, the approach taken by Vance Development in requesting the change is a disingenuous strategic ploy. Vance first requested a change to R-30 zoning allowing 4-story apartment buildings. When the anticipated outrage appeared, Vance changed their request to R-22 zoning which permits 3-story apartment buildings. Vance called this a “compromise” when in fact it is simply a minor change that preserves the high-density apartment building and in no way complies with the requirement to preserve the neighborhood character.

Given all these facts, I hope that the Commission will deny the zone change, notwithstanding the recommendation of the Planning Commission staff.

Sincerely,
Terrence Dunn
1809 SE 18th PL
Vancouver WA 98683
terrydunn11@gmail.com

From: Kevin Barron <kdbarron1974@gmail.com>

Sent: Saturday, October 21, 2023 12:01 PM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnerny-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>

Cc: achen522@gmail.com; Mtsang621@gmail.com; jacobbillingsley92@gmail.com; sweow@gmail.com; DasGupta44@gmail.com; aebarron@yahoo.com

Subject: 192nd and 15th St Rezone Proposal

Some people who received this message don't often get email from kdbarron1974@gmail.com. [Learn why this is important](#)

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Good afternoon,

We, the neighbors of Bennington and Fishers Landing East, hereby petition the Mayor, City Council, and City Planning Commission, to reject the proposal (PIR 83420) of rezoning the property on the Northwest corner of 192nd Avenue and SE 15th Street, from Urban Low Density to Urban High Density. The proposed zoning change does not meet the Zoning Changes Approval Criteria (VMC 20.285.050) of compatibility and violates the housing goal/policy of the preservation of neighborhood character outlined in the Washington State Legislature Housing Element (WAC 365-396-410).

There are already several high density residential housing options near the proposed development site, five of which are within a one mile radius, and many others that are in the plans of several future projects in the area. It is worth noting that all of the existing and future planned apartment complexes are either directly adjacent to commercially zoned areas or within mixed use zoned areas. The proposed apartment development is surrounded in all four directions by Urban Low Density zoned areas which is not suitable or consistent with precedent for this type of construction.

Additionally, there are several other potential concerns for our community, such as the impact on schools, traffic, noise, and crime, that need to be addressed and accounted for.

We have attached a zip file, containing the signatures of approximately 600 concerned members of our neighborhood.

We respectfully request that you reject any proposal that includes Urban High Density Zoning.

Sincerely,

Kevin D. Barron and the neighbors of Bennington and Fishers Landing East

 [Petitions.zip](#) 

From: [Bev & Ken Tyler](#)
To: [Planning Commission](#)
Subject: Fircrest Neighborhood Association Statement re: SEPA
Date: Monday, October 23, 2023 7:50:20 PM
Attachments: [SEPA Statement - Final FNA Version.docx \(1\).pdf](#)

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

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My name is Beverly Tyler. I serve as Fircrest Neighborhood Association Development Chair. In June of 2023, Fircrest Neighborhood Association wrote a membership statement regarding loosening SEPA usage. I have attached a copy of the statement for your reference and will also be presenting the material virtually on behalf of FNA.

Beverly Tyler
1403 NE 131st Ave
Vancouver, Wa 98684
Ph: 360-256-3417

**FIRCREST NEIGHBORHOOD ASSOCIATION’S STATEMENT RE:
PROPOSED SEPA THRESHOLD CHANGES**

The Fircrest Neighborhood Association met on June 6, 2023, to discuss the proposal to adopt loosened state environmental regulations for new residential developments.

The Fircrest Neighborhood Association understands the need for increased housing in the City of Vancouver and recognizes that these changes would increase the construction of single- and multi-family housing projects.

However, one role of government is to balance competing goals, and the goals that are supported by the SEPA process are important.

The State Environmental Policy Act known as SEPA has been around since 1971. The SEPA process helps cities analyze the environmental impacts of proposed construction projects while (1) protecting environmental impacts on floodplains, wetlands, trees, archeology and water and (2) mitigating impacts from traffic and surface run-off. These issues can affect other residents in the area.

The SEPA process acts as a safeguard, providing another “**pair of eyes**” to ensure our environmental and archeological treasures are preserved. SEPA offers an explicit “**guideline**” for environmental protection as well as providing an important process to appeal decisions. Changing the thresholds, especially the multi-family housing threshold from 20 units to 200, increases the probability that environmental and archeological issues will be overlooked, resulting in damages in the very areas that SEPA is intending to protect. It is also very concerning that there would be **no opportunity to appeal decisions in order to address SEPA-related concerns.**

The memo presented by the City Manager states that developments under 200 units rarely have issues arise through the SEPA process, but “rarely” indicates that there have in fact been instances when the SEPA process has discovered problems and led to mitigation measures.

The Fircrest Neighborhood Association (FNA) has consistently advocated for the environment and supported Vancouver’s rich culture of caring for the natural resources around us. The City of Vancouver has shown time and time again the value it places on green spaces and the environment. Loosening the state environmental regulations tilts the balance too much toward development and away from protecting the environment. It would be sad and concerning to see the City of Vancouver shift away from its own principles of environmental sustainability and the value it places on “parks, green spaces, and other natural systems” (December, 2022 Climate Action Framework).

Votes in favor - 14

+ 2 who had to leave the meeting early before all the revising/editing was done.

Votes opposed - 0

+1 who had to leave the meeting early before all revising/editing was done.

Reasons for opposition: Concerns about limited housing in the city and the resulting high cost of housing

Abstained - 0

From: DeeJ H <deej.harriman@gmail.com>

Sent: Tuesday, October 24, 2023 11:06 AM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnery-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>

Subject: No Re-zone @15th and 192nd.

Some people who received this message don't often get email from deej.harriman@gmail.com. [Learn why this is important](#)

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

Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous

construction precedents for this kind of building.

In addition, there are a number of other possible issues that our community may be concerned about, such as the effect on schools, traffic, noise, and crime, all of which need to be taken into consideration. Our teachers just got through a strike, I see adding this and the number of students that come with it (approx. 90) as a burden to an already fragile ecosystem.

The traffic study alone calls a need for change to 15th that would be needed with the high density flow off of 15th. As of right now the only other place that does that is off of 192 and 20th and that has 2 lanes of traffic allowing for a better flow. 15th is a single lane through-way that already has backups because of the timing of lights at 15th and 192nd.

Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: ssilvey643@aol.com
To: [Planning Commission](#)
Subject: Planning commission meeting
Date: Tuesday, October 24, 2023 7:23:54 AM

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Sirs

The following are some comment from reviewing your Fall 2023 comprehensive plan.....

It appears that in most of these projects, the impact on parking, density are affected, and the excuse of state mandate is used too much.

192nd Ave

The question to ask is parking which tends to be limited in any project built currently. Example abound within the city over the recent years, yet the city continues on their quest of no parking spots or 1/2 space per unit, which then impacts the old neighborhoods as the overflow goes there. The concept drawings do not in many case ever match what is built, as has been demonstrated many time, most recently on 18th St.

They mention jobs in the area, what is area, 3 miles, 6 miles, and 20 miles? Area these jobs paying enough to support rent at least then 30% of take home, or is more like 50 to 60 % of take home, thus increasing likely hood that there are 2 to 3 workers per unit, thus requiring more transport and parking.

While a state law may require something is it feasible? Is it practical and where is the study, data, research to show this. To state that one must do something because some pie in the sky person believes it is not a reason. One must be honest in the fact that should they wish to increase housing then the Projects are next, meaning, like Chicago, ST Louis, East Berlin, and other area, 20- 30 story tenement buildings, on the bus line, or tram line. But given the fact that industrial jobs are not here due to code changes, elimination of supplies, etc.: where is it that these people work, what is it that they do?

The other question with all these buildings is the water run-off calculated and system capable of handling it? As recently explained to me there seems to be a double taxation for property owners, and issues that come up.

Wood Duck springs...

Is the wetlands designation to stay, seems that in the past the city planners have turned a blind eye to fill in on some areas and then allowed building of houses, and

this resulted in agriculture to drill new wells as the building project pumped out water to a level to allowing piping to go in, lowering intake of existing well pumps.

Miller Map change:

When state that public services reviewed traffic, are these the same folks whom when questioned about a flaw in a traffic study told the judge it didn't matter. That allowing only one exit on a narrow street, for over 200 homes to escape in case of emergency, such as fire in the remaining wetlands and now homeless camps hiding in them.

The lack of parking and no city ordinance for tenets that they may not have a car exists, where do they park, again with cutting back on space, and not dealing with reality creates real world issues.

Date park:

54 housing units and only 44 parking spots, and power point map shows on street parking currently in photo, so only .75 cars per unit, and these folks work where? Earn how much?

Other comments:

Changing codes is all find and well, but how about following the rules currently and in past. Having recently been involved in a repair, remediation project for the community I live in I find it amazing that one must get permits yet the city did nothing to enforce code, in the past, and follow rules and regs, yet the current owners must now pay. Further that one would expect that if you received the permit which states land size, distances etc that they would be accurate since in fact they have the city stamp, yet they are not.

So if past practice is any indication of what goes on it is a sad day for this city, as they continue to use excuses to justify their existence, rules and changes, yet allow the politicians to make unfounded decisions which shall affect all quality of life, and lower the quality of neighborhoods within the city.

TA

Steven Silvey

Vancouver, WA

From: [Corinna Dollar](#)
To: [Planning Commission](#)
Subject: Public comment regarding planned rezone of 192nd Ave.
Date: Sunday, October 22, 2023 11:00:06 AM
Attachments: [image.png](#)
[image.png](#)

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

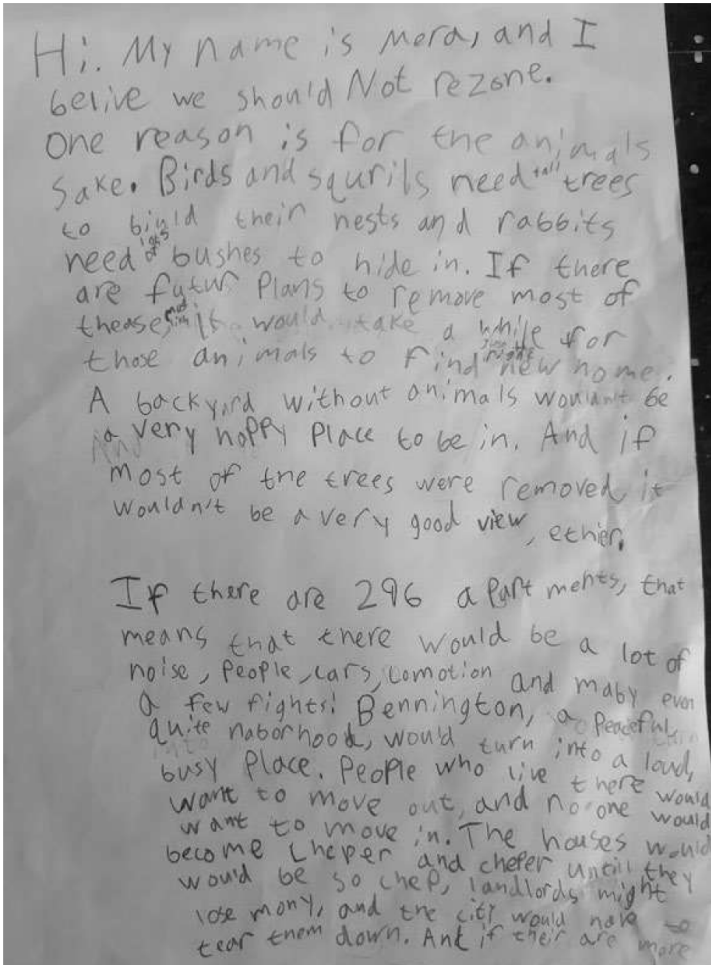
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Greetings,

We are residents of 18915 S.E. 12th Way and will be directly affected by the proposed rezone of the 192nd Ave. property that will be discussed at the Planning Commission Meeting on October 24th.

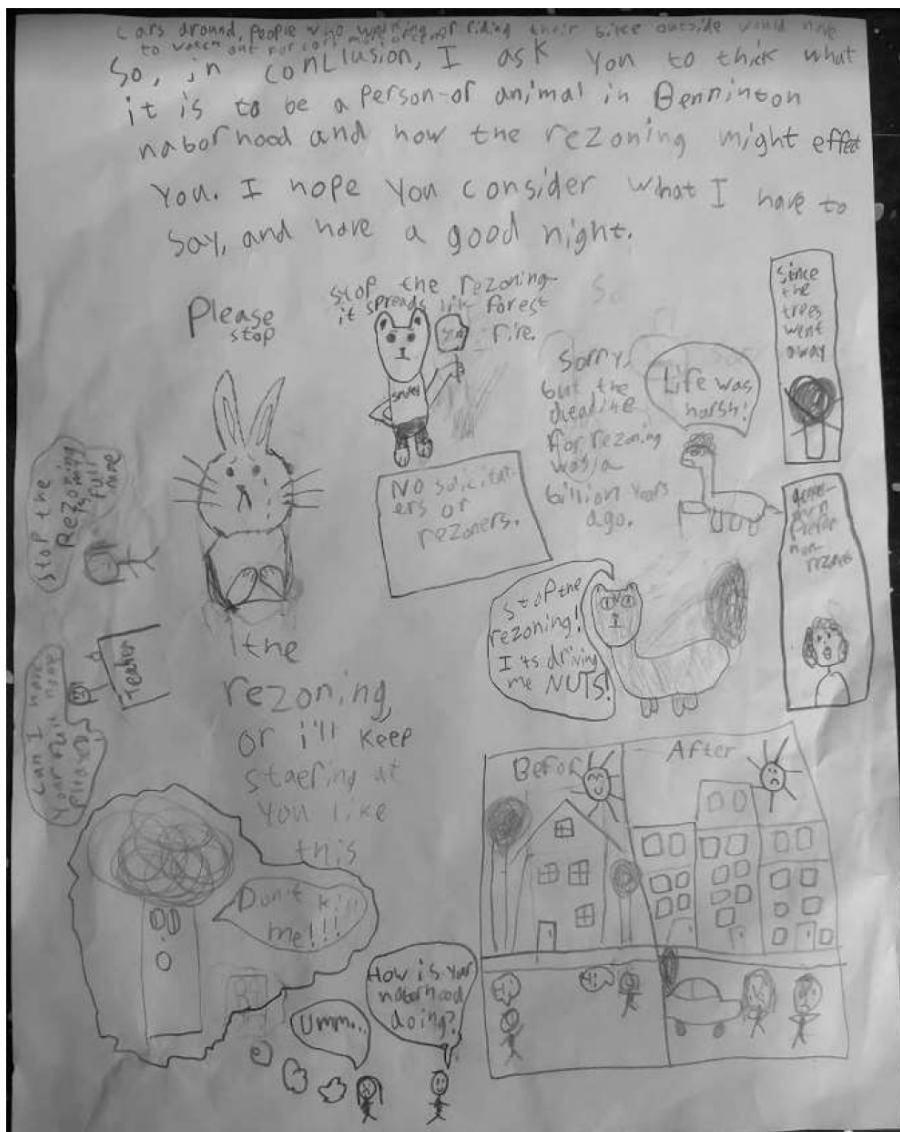
Our backyard faces the property in question, and would be greatly impacted by the proposed rezone for apartments, with a loss of trees, wildlife, and the addition of a 2-3 story building looking directly into our yard.

Our 11 year old daughter prepared comments she wanted to present at the upcoming meeting, but as we cannot attend on the 24th we offer them here:



Hi. My name is Mera, and I believe we should Not rezone. One reason is for the animals sake. Birds and squirrels need trees to build their nests and rabbits need bushes to hide in. If there are future plans to remove most of these trees it would take a while for those animals to find new home. A backyard without animals wouldn't be a very happy place to be in. And if most of the trees were removed it wouldn't be a very good view, either.

If there are 296 apartments, that means that there would be a lot of noise, people, cars, motion and maybe even a few fights! Bennington, a peaceful quiet neighborhood, would turn into a loud, busy place. People who live there would want to move out, and no one would want to move in. The houses would become cheaper and cheaper until they lose money, and the city would have to tear them down. And if there are more



Thank you for your consideration.

Corinna Dollar
 18915 SE 12th Way
 Vancouver, WA 98683
 (206) 496-8522

Timothy Dunton
2114 Main St., #196
Vancouver, WA 98660

October 17, 2023

Planning Commission Vancouver, WA,

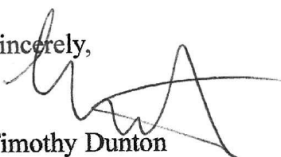
I urge you NOT TO APPROVE the rezoning application that has been submitted for the properties at 3607, 3701, 3701 ½ E. 18th St., 98661.

The neighborhood does not need any more low- income housing. VC 20.870.010 prohibits a disproportionate burden to fall on one area. While 54 units are proposed, we all know that 54 people may be housed, but another 54 (or more) will be hanging around the neighborhood. That's the way it works, and we've all seen it long enough to know that's the truth. The small park just adjacent to these properties is already filled with homeless people and evidence of drug use, such that the children living on 17th and 18th streets can't even use the park to play.

I have owned many units on E. 18th for many years. I have seen the area improved dramatically and do not want to see it go back to how it was, with homeless people wandering around and and higher crime rate.

Another homeless community in this high crime neighborhood is very unfair to residents in the smaller apartment buildings and single family homes who are trying to live in peace!

Our neighborhood has done its time, do not approve the rezone from R18 to R30!

Sincerely,

Timothy Dunton

From: DeeJ H <deej.harriman@gmail.com>

Sent: Tuesday, October 24, 2023 9:34 PM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>; Pyle, Zachary <Zachary.Pyle@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; sarah.fox@cityofvancouver.us

Subject: Re: No Re-zone @15th and 192nd.

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Thank you for your time, I would like these to be part of the public record and for the proposed developer to follow up.

Follow-up to the 15th Street discussion this evening. I believe a refuse lane should be considered by the developer for the traffic turning out of the Complex before the 192nd stoplight before the left turn holding lane. This will allow residents to exit the complex without having to worry about cross

traffic and additional accidents (pedestrian, bicycle or otherwise). Additionally, I would like to know what emergency access into the surrounding neighborhoods would look like, are they just gated as I know proposed complex members will park in the adjacent neighborhoods and walk through the emergency access into the proposed complex (current problem in the suburbs of both Tigard and Portland).

This photo is a sample of the small refuse lane off of SE 20th that provides exiting cars a place to hold until traffic clears. Additionally, it allows for a left hand turn into the complex that alleviates through traffic which is not evident in the proposed traffic study along 15th but should be (i.e. turning left into the proposed complex from 15th).



Lastly, the Municipal Code for zoning district considerations, specifically, 20.420.025 better fits under R-18 rather than R-22 as outlined below.
Higher-Density Residential Zone Function and Location Criteria.

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

1. Areas occupied by a substantial amount of multifamily development, **but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.** (*narrow streets along 15th currently*)
2. **Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable.** There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. **(This is not a necessary condition where existing moderate-scale multifamily structures have already established the scale relationship with abutting single-family areas).** (*there are not any of these moderate-scale multifamily structures in the surrounding area to establish the scale*)
3. Properties must have access from collector or arterial streets, such that vehicular travel to and

from the site is not required to use local access streets through lower-density residential zones. **(this was called out in tonight's public comments with the traffic cutting through WestRidge via 195th from 15th Street).**

Under the current considerations for R-22, this proposed complex doesn't meet any of the considerations under the same municipal code 20.420.025.

Please take these back to Gary Vance of the applicant group Vance Development to address these concerns.

Thank you,
DJ Harriman, PMP

On Tue, Oct 24, 2023 at 11:05 AM DeeJ H <deej.harriman@gmail.com> wrote:

Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous construction precedents for this kind of building.

In addition, there are a number of other possible issues that our community may be concerned about, such as the effect on schools, traffic, noise, and crime, all of which need to be taken into consideration. Our teachers just got through a strike, I see adding this and the number of students that come with it (approx. 90) as a burden to an already fragile ecosystem.

The traffic study alone calls a need for change to 15th that would be needed with the high density flow off of 15th. As of right now the only other place that does that is off of 192 and 20th and that has 2 lanes of traffic allowing for a better flow. 15th is a single lane through-way that already has backups because of the timing of lights at 15th and 192nd.

Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: Steven Holt <stholt@andersen-const.com>
Sent: Tuesday, October 31, 2023 1:08 PM
To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>
Cc: mori.ronae@gmail.com
Subject: Concerned Citizen In the Walnut Grove Area

You don't often get email from stholt@andersen-const.com. [Learn why this is important](#)

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Good morning, Mr. Snodgrass,

It was brought to my attention by my neighbor Eric that there are plans in the works to add 224 multi-family units to the area. I understand the city is growing and developing, and I can relate to and even appreciate the booming construction industry that is currently transforming our cities. I am a direct beneficiary of this industry as a project engineer for Andersen Construction Company, and I also come from the trades. However, I am extremely concerned about the direct and immediate impact that many units will have on the traffic flow in front of my house on 84th Avenue from 63rd to 58th Street. This is directly in front of my home, and I observe people break the law daily by speeding through our neighborhood because it's a shortcut to the freeway and expressway. I have three brilliant, talented, and gifted young children (13, 9, & 8) who play with the other kids in the neighborhood and they all cross this street daily. Although a stop sign was installed, they were placed in the wrong locations, and they do little to nothing to help ensure the safety of all the young children or special needs children. Are there going to be any additional speed control measures put in place to help with the sudden influx of traffic in this area? Lastly, there are speed bumps on 87th Avenue from 63rd to 58th Street so vehicles avoid driving that road due to the traffic control measures.

Warmly,

Steven Holt Jr
PROJECT ENGINEER 2
CELL: 360-513-7041

ANDERSEN CONSTRUCTION
Portland Office
6712 N Cutter Circle
Portland, OR 97217
503.283.6712

Builder of Choice
ANDERSEN-CONST.COM

From: Jeff Mays <jeff@themaysagency.com>
Sent: Thursday, November 30, 2023 5:21 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; City Council <council@cityofvancouver.us>

Subject: Proposed Zoning Change to "Miller" property 12/4/23
Importance: High

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To: City of Vancouver Mayor and Council Members

Subject: Critical Review Needed for Proposed "Miller" Rezone at 7318 NE 63rd St, 7208 NE 63rd St, and 6403 NE 72nd Ave

Dear Honorable Mayor and Council Members,

I am Jeff Mays, a concerned resident and insurance agent living at 7201 NE 65th St, closely situated to the proposed rezone site. It appears this project was rushed through the process and was not adequately prepared. I am writing to urge a reevaluation of the current proposal, highlighting three crucial aspects that demand your attention:

1. **Immediate Flood Risk:** Positioned in a designated flood zone "A," the project site is vulnerable to flooding. As someone versed in flood risks, I assert that the necessary elevation changes to combat flooding risks will create an alarming disparity between new construction and existing homes. Our neighborhood could be left in a shadow, both literally and figuratively. I implore you to review the attached photographs showing seasonal flooding, illustrating the gravity of this concern.
2. **Imperative Wetland Preservation:** A significant wetland, as clearly shown in the 3.14.18 ERSI photo, lies at the heart of this property. The current proposal's oversight in building within this wetland is not only environmentally unsound but also a disservice to our community's natural heritage. Mitigation through a habitat bank, though a solution, lacks sufficient planning in the present context. This oversight cannot be ignored.
3. **Zoning Consistency for Community Harmony:** The adjacent areas are zoned R-9 and R-18, but this project jumps to R-30 zoning, which is not only inconsistent but also neglects the critical need for additional on-street parking, a lifeline for high-density areas. A more thoughtful R-18 zoning would harmonize with the neighborhood's existing character and needs.

I strongly advocate for a return of this project to the drawing board for a comprehensive review, ensuring that the proposed changes do not only meet technical requirements

but also resonate with the values and needs of our community. Our neighborhood's integrity and the city's future are at stake.

Thank you for considering these critical points. Your decisions shape not just landscapes but lives.

Sincerely,

Jeff Mays
7201 NE 65th St, Vancouver, WA 98662
jeff@themaysagency.com | 360-718-9707

