



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

January 23, 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/35321?startStreamAt=0&stopStreamAt=6518

4:00-5:00 p.m. Moratorium for Warehouse and Distribution Centers

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

Summary

Staff led Council through a discussion of the Moratorium for Warehouse and Distribution Centers.

5:00-6:00 p.m. Diversity, Equity, and Inclusion

Alicia Sojourner, Director of Diversity, Equity, and Inclusion, 360-487-8618

Summary

Staff led Council through a discussion of the Diversity, Equity, and Inclusion Update.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

REGULAR COUNCIL 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/35323?startStreamAt=0&stopStreamAt=5921

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

Approval of Minutes

Minutes - January 9, 2023

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

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:

- Dmitri Stoyanoff, Vancouver
- Kimberlee Goheen, La Center, WA

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

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items discussed.

Consent Agenda (Items 1-7)

Council requested Items 2, 5 and 6 be pulled for discussion.

Council discussed the Items with staff.

Council agreed to remand Item 6 back to staff and pulled it from the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Items 1-5 and 7 on the Consent Agenda.

1. **Construction Acceptance - Pinebrook Force Main Re-Route**

Staff Report: 009-23

Clearwater Contracting of Nampa, ID, has completed construction of the Pinebrook Force Main project. The project installed 1,368 linear feet of 6-inch force main, as well as abandoning over 4,200 linear feet of existing force main. The existing force main was aging and requiring an increasing

amount of repairs that were often in easements within backyards. The new force main was constructed within the public right-of-way.

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

TOTAL CONTRACT COSTS	
<i>Labor, Equipment and Material</i>	<i>\$246,728.21</i>
<i>Sales Tax</i>	<i>\$20,971.11</i>
<i>Total</i>	<i>\$267,700.11</i>
<i>Retainage</i>	<i>\$12,336.41</i>

The original contract amount, including sales tax, was \$310,376.65. The final project cost was \$267,700.11, which was \$42,676.54 (under 14%) less than the original contracted amount. The difference is attributed to the typical variances in unit prices and/or quantities commonly encountered during construction. This project was below the threshold for the apprenticeship program, therefore there was no apprenticeship utilization goal required.

Request: On January 23, 2023, accept the facilities as constructed by Clearwater Contracting of Nampa, Idaho, and authorize release of the retainage subject to receipt of all documentation required by law.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

Motion approved the request.

2. Ammunition Purchase for Vancouver Police Department

Staff Report: 010-23

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. Council reviewed and approved Staff Report 042-22 in April 2022 and raised the threshold to \$1,178,121. The contract was fully liquidated at the end of December 2022. Raising the threshold to add a maximum of \$478,121 for the next year, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Request: Authorize the City Manager or their designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$478,121 through December 31, 2023.

Jeff Mori, Chief of Police, 360-487-7472

Motion approved the request.

3. WSDOT Bridge Inspection Agreement

Staff Report: 011-23

The City of Vancouver owns and maintains 18 bridges throughout our transportation network. These bridges span waterways, railroads, open spaces and streets. This includes three bridges consisting of the Fruit Valley Road Bridge that spans the BNSF mainline and the twin Fourth Plain Boulevard Bridges that span the BNSF Vancouver rail yard.

Due to the age and condition of these bridges and pursuant to State and Federal requirements, the City is required to complete inspections of these three bridges at a minimum of every 24 months.

Because these bridges span an active railway zone, inspections must be completed from the bridge itself using a vehicle designed specifically for this purpose. An Under Bridge Inspection Truck (UBIT) is capable of parking on the bridge and extending a platform to the underside of the structure to allow for inspections. The UBIT vehicle is unique and is only a select number of agencies in the Pacific Northwest own these specialized vehicles. The Washington State Department of Transportation (WSDOT) owns several UBIT vehicles and provides inspection services to a handful of local agencies including the City of Vancouver. Furthermore, they offer this service at a competitive fee with ample flexibility in the scheduling of the inspection work.

The attached agreement represents the terms and conditions under which WSDOT will continue to provide this inspection service through the end of 2032.

Request: Authorize the City Manager or their designee to execute the Bridge Inspection Agreement with WSDOT on behalf of the City of Vancouver.

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

Motion approved the request.

4. Ratification of the Collective Bargaining Agreement for Vancouver Fire Command Officers

Staff Report: 012-23

The labor agreement between the City and the IAFF Local 4378 bargaining unit expired on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the IAFF Local 4378 members and is being brought to

Council for approval.

Request: On January 23, 2023, authorize the City Manager or their designee to sign the 2023-2025 Collective Bargaining Agreement with IAFF Local 4378.

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

Motion approved the request.

5. Lodging Tax Grants 2023

Staff Report: 013-23

A RESOLUTION relating to the award of lodging tax grant funds for 2023 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. One of the impacts of the recession was that from 2009-2016, all of Vancouver's lodging tax funds were allocated to support the Hotel/Convention Center.

For 2023, the City has \$125,000 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 in order to expend lodging tax funds, the City's Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax recipients, must review and recommend proposed expenditures to the City Council. In October and November 2022, the City solicited lodging tax grant proposals from interested parties. Ten proposals were received totaling \$285,000. The Lodging Tax Advisory Committee reviewed the proposals and, as set forth in Exhibit A, is recommending full or partial funding of all ten, which totals \$125,000.

Per state regulations, the City Council only may approve awards to candidates recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment. All approved grant recipients must enter into a professional services agreement with the City.

Request: On January 23, 2023, adopt a resolution approving the 2023 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or their designee to execute professional services agreements with the grant recipients.

Motion adopted Resolution M-4205 to approve the request.

6. Title 17 Building Code Ordinance Changes

Staff Report: 014-23

AN ORDINANCE relating to the updating of VMC Title 17 to align the permit deadlines with impact fee deadlines, to update the permit application process to an electronic format, update the inspection scheduling process, to allow for remote inspections at the discretion of the Building Official, adjust the minimum fee refund amount, to clarify violations for the purpose of enforcement, and general cleanup of repetitive sections; providing for savings, severability and an effective date.

The Community Development Department, which includes the building plan review, inspection and code compliance divisions, is responsible for administration and enforcement of the building codes ordinance. The "building official" for the city provides direct day to day management and oversight of the enforcement and administration of city building codes and ordinances codified in VMC Title 17, as well as for construction permits under Section 105 of the International Fire Code (IFC), adopted in VMC Chapter 16.04.

To advise the City Council regarding the technical codes and methods contained in VMC Title 16 and 17, and to provide for reasonable interpretations of the adopted technical codes, the City established the Building and Fire Codes Commission (BFCC). One of the primary duties of the BFCC is to review and make recommendations to the council prior to its action on all proposed new codes and proposed changes to existing construction codes and regulations relating to building and fire. The recommended changes to title 17 have been reviewed by the BFCC and forwarded with a recommendation for adoption.

SUMMARY OF THE PROPOSALS

The focus of the proposed updates is to address some minor cleanup items and to capture a few larger and substantive items which help align VMC 17.08 with other sections of the VMC. The following is a summary of the proposed changes:

- *Update to the permit application process - from paper to electronic*
- *Update to the permit application deadline from 180 days to 1 year, which aligns permit application processing timelines with the requirements of VMC 20.915.020 Impact Fees*
- *Update to the plan review and inspection processes- to cover*

- electronic plan review and remote inspections*
- Update to the inspection scheduling language to allow a 3-day window to complete the inspections upon inspection request*
- Update to allow remote inspections to be performed at the discretion of the building official*
- Requires property owners and contractors responsible for completing the permit process (in addition to the permit holder)*
- Adjust the minimum fee refund amount to \$222 unless fees were applied/collected in error by the City*
- To clarify violations for the purposes of enforcement*
- General housekeeping items: Deletion of repetitive and redundant sections.*

On October 6, 2022 the BFCC reviewed the proposed changes and unanimously recommended approval.

After the October 6 BFCC meeting, staff discovered a minor clarification that was needed for VMC 17.32.040 Unfit buildings, dwellings and structures defined. The clarification highlighted below would make it clear that each itemized defect listed in this chapter will be considered a distinct code violation for the purpose of enforcement actions under VMC Title 22.

- For the purposes of this chapter, any dwelling, building or structure which has any or all of the conditions or defects described in this section shall be deemed to be an unfit dwelling, building or structure, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public is endangered: Each itemized defect listed in this chapter is considered a distinct code violation for the purpose of enforcement actions under VMC Title 22.*

Request: On January 23, 2023 approve the Ordinance on first reading, setting the date of second reading and public hearing for February 6, 2023.

Jason Nortz, Development Review Division Manager, 360-487-7844

Pulled from the agenda by Council and sent back to staff to return at a later Council meeting.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for January 9, 2023.

Motion approved claim vouchers in the amount of \$11,931,156.73.

Public Hearings (Items 8-10)

8. 62nd Street Apartments Corner Rezone

Staff Report: 004-23

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for a portion of property at 6115 NE 72nd Avenue, tax lot 105120000; providing for severability; and providing for an effective date.

City Council approved the same zone change from R-18 to R-22 on the directly abutting larger portion of the lot in 2021, but did not include the corner property, which was, at that time, a separate lot outside of the applicant's control. No persons testified at the Council hearing for the prior rezone request.

The applicant was later able to reach agreement with the corner property owner to acquire the lot and combine it with the larger property. The applicant subsequently received site plan approval for a 76-unit apartment complex covering the full property (see page 16 herein).

If the rezone is approved, the applicant indicates they will seek a revision of the approved site plan to increase the total to 78 units. No changes to approved building footprints in the site plan are proposed by the applicant.

The Planning Commission unanimously recommended approval of the corner rezone at a December 13 public hearing at which there was no public testimony or commission questions. The Commission found it met rezone approval criteria of increased consistency with the Comprehensive and Strategic Plans by providing for additional housing options in an appropriate area at densities likely to increase housing options. The onset of the affordable housing crisis and the 2021 rezone of the larger remainder portion of the property represented changes in circumstances since the original zoning was established on the corner site.

Request: On January 23, 2023, subject to second reading and a public hearing, adopt the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the 62nd Street Apartments Corner Rezone.

Jonathan Young, City Attorney, provided an overview of the hearing and explained the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Mr. Young stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues

pertaining to the matter.

Mr. Young then asked each member of the Council to disclose any direct or indirect financial benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Bryan Snodgrass, Principal Planner, provided an overview of the 62nd Street Apartments Corner Rezone. Time was provided to the applicant and their representative.

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

- Jayson Taylor, PLS Engineering, Vancouver (Applicant's Representative)
- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4403.

9. Ordinance amending Section VMC 19.08.030 to discontinue issuance of long-term no-charge street parking permits

Staff Report: 005-23

AN ORDINANCE relating to the issuance of on street parking permits for residents living in Zones 1, 1A, 2 or 3; providing for savings, severability and an effective date.

The Vancouver Municipal Code (VMC) includes a provision that allows for residents of select downtown parking zones without access to a garage or driveway to receive long-term parking permit at no charge to park downtown. Specifically, VMC 19.08.030 states:

“Anyone who establishes that he or she resides in Zones 1, 1A, 2 or 3 and has no garage or driveway shall be issued a long-term permit for no charge for each vehicle registered in his or her name and then can park such vehicle while such permit is properly displayed at any legal parking space in Zone 3 which is marked for parking by permit only.”

The City has issued 44 permits for 14 properties under this provision. These properties are primarily older buildings without any onsite parking for either retail tenants or residents.

In recent years, downtown Vancouver has experienced a surge in the construction of new multifamily residential buildings that include parking typically at a rate of 1 space per residential unit. Households with more than one vehicle must find alternate parking for any additional vehicles. This dynamic has created more demand for on-street parking downtown, and some new residents are now interpreting this code provision to mean that the City must provide free on-street parking permits to any resident who does not have sufficient parking within their own development. This interpretation could be used to justify free parking for any development downtown that fails to meet the parking needs of all of its residents.

- In addition to changes in demand for parking due to new residential construction, the City's priorities have changed significantly since this provision was enacted in the code: In December 2022, City Council adopted a Climate Action Framework that includes strategies to shift driving trips to clean, active modes of transportation and implementation parking demand management across Vancouver.*
- The City is planning an update to the Downtown Parking Plan in 2023 that will emphasize more intentional management of existing supply and use of market pricing of on-street and off-street parking to encourage more efficient use of parking and transition to alternative modes of transportation.*
- The current code provision is not informed by the City's priorities around equity and inclusion. While some form of reduced parking fee may be appropriate to achieve equitable access to parking, the current policy is tied to a physical location rather than the needs of particular residents. The adoption of a new parking plan will allow the City to explore and implement best practices related equitable access to parking.*

Parking Advisory Committee discussed issues with this part of VMC at the October 2022 meeting and agreed with the need to update code to eliminate confusion about the policy for issuing long-term parking permits.

The proposed change to this code provision will allow existing permit holders to retain their no-charge permits as long as they live at their current address. In addition, permit holders will not be allowed to apply for additional permits and will not be able to transfer existing permits to other individuals. Upon approval by Council, the change to this ordinance would go into effect immediately.

Request: On Monday, January 23, 2023, subject to second reading and a public hearing, adopt the ordinance.

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

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

Patrick Quinton, Economic Development Director, provided an overview of the Ordinance Amending Section VMC 19.08.030.

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 Hansen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4404.

10. **Broadstone (BLK 19) MFTE Certificate**

Staff Report: 007-23

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with Vancouver Waterfront Block 19 Owner LLC ("Applicant") and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation ("City") for an 8-year Multi-Family Housing Limited Property Tax Exemption for the property located at 1110 W. Columbia Way, Vancouver, WA, 98660 (Tax Lot 986052349) as specifically described in Exhibit A.

The project is located at 1110 W. Columbia Way, block 19 on the Vancouver waterfront. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a seven-story, 180-unit apartment building with 183 associated surface parking spaces. The proposed development will include studio, 1-bedroom, and two-bedroom units. The total estimated development cost is \$74 million.

The applicant is requesting an 8-year exemption where 36 units (20% of the total units) will be reserved for households earning 100% of area median family income or less. The HUD 100% area family median income in the Portland/Vancouver MSA for a 2-person household is \$85,200. Limiting that income amount to 30% for housing costs, the estimated maximum monthly affordable rent would be \$1,864 for a studio, \$1,966 for a 1-bedroom unit, and 2,396 for a 2-bedroom unit.

Over 20 years (with the exemption) the project is estimated to generate \$17.65 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$3.27 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$2.7 million for all taxing districts and \$909,000 specifically for Vancouver. The

development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Although the project does not fall under the City Council interim climate action policy as there is no negotiated development agreement with this project, the applicant noted that the project is seeking a Green Globes building certification. EV infrastructure availability will be installed on 20% of the stalls (36 stalls), with charging stations installed on an additional 18 stalls in the lot. The apartment units will be all electric. Natural gas will be used for overall building water heating and small communal fire pits. The building air handling units will have high quality air filters. The project roof, paving, and walls will have solar reflective coatings to meet Green Globes standards. Lighting controls will have occupancy shut off sensors to aid in reduction energy use.

Based on direction from Council at their January 9 meeting, the approval documents have been updated to incorporate the requirement to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building.

The property must have the following mix of income-based units at all times during the exemption period:

- 9 studio units (20% of studio units)
- 22 1-bedroom units (20% of 1-bedroom units)
- 5 2-bedroom units (20% of 2-bedroom units)

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Request: On January 23, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958

Bryan Monroe, Associate Planner, provided an overview of the Broadstone MFTE Certificate.

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

- David Armesy, Vancouver
- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Resolution M-4206.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Legislative Agenda

Aaron Lande, Program and Policy Development Manager, discussed the Legislative Agenda with Council.

Adjournment

8:07 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: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: Fwd: WHO Plotting Global Totalitarian Medical State + Cardiologist 'Truthbombs' BBC + More
Date: Saturday, January 14, 2023 2:28:55 AM

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

From: **Children's Health Defense** <[REDACTED]>
Date: Fri, Jan 13, 2023 at 2:34 PM
Subject: WHO Plotting Global Totalitarian Medical State + Cardiologist 'Truthbombs' BBC + More
To: Wynn Grcich <[REDACTED]>
Send this to the councils and Melneck, Put on public record, Please and confirm that you did. especialy <https://childrenshealthdefense.org/defender/who-proposals-sovereignty-totalitarian-state/?eType=EmailBlastContent&eId=1c125d41-8bbf-4867-bd12-9d8150fe6d98>

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January 13, 2023

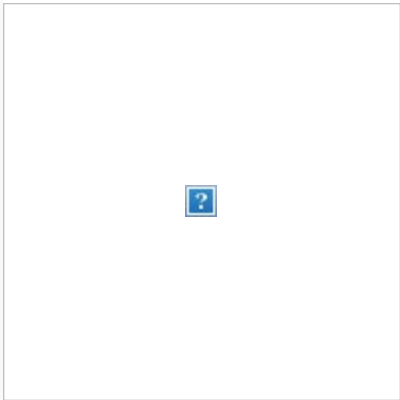
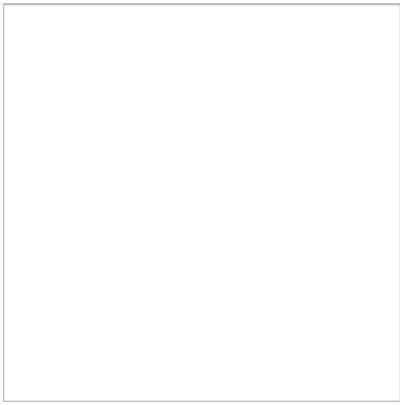


TOP NEWS OF THE DAY

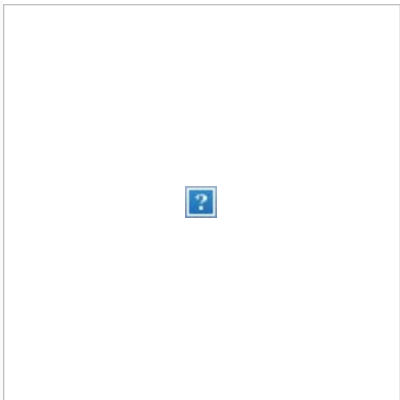


Exclusive: WHO Proposals Could Strip Nations of Their Sovereignty, Create Worldwide Totalitarian State, Expert Warns

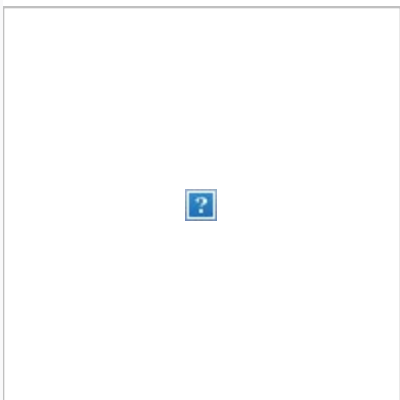
Prominent Cardiologist ‘Truthbombs’ Live BBC Broadcast, Calls for Suspension of mRNA Vaccines



How Big Pharma Benefits From Our Industrial Food Diet



‘Airtight Evidence’ Exxon Knew for Decades How Much Damage Its Product Caused



Mass Surveillance Technologies Put in Place During Pandemic Aren’t Going Away



Fake Meat Produced by Genetically Engineered Fruit Flies?



Spend the Day With RFK, Jr. and Learn the Art of Falconry



Martha Stewart Stars in a ‘Kill COVID’ Spot for Pfizer + More



Appeals Court Refuses to Reinstate Vaccine Mandate in 3 States + More

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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.

Children's Health Defense

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Franklin Lakes, New Jersey 07417

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From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: aggressive cancer after booster
Date: Friday, January 13, 2023 7:58:31 PM

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<https://needtoknow.news/2023/01/top-cancer-expert-says-aggressive-cancers-are-appearing-after-vaccine-boosters/>

Put this on public record, give it to the council members and Melnick. Confirm that you did please. thanks Wynn

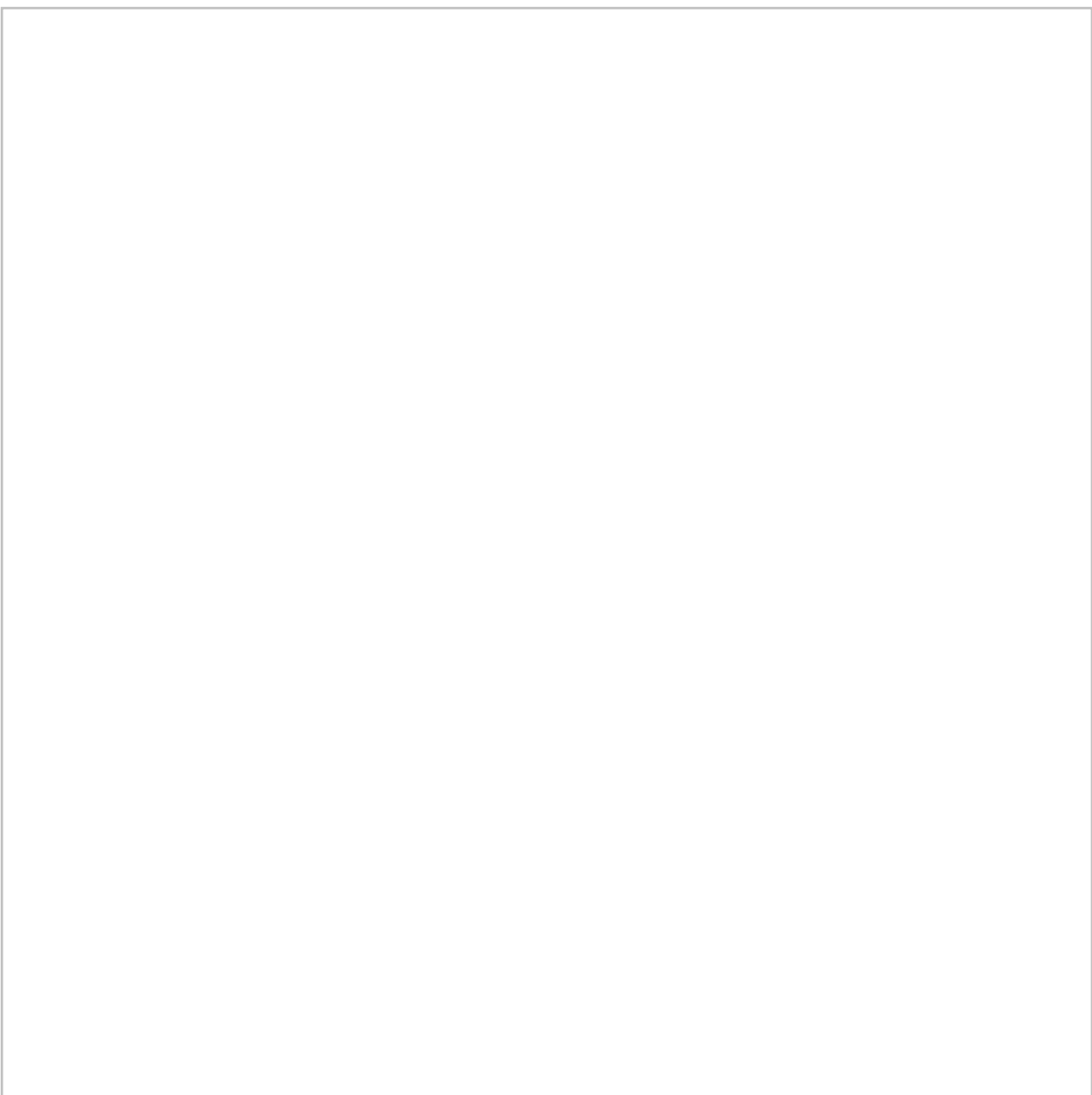
From: [Wynn Grich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: San Mateo County 2021 Tuberculosis Annual Report
Date: Friday, January 13, 2023 7:36:02 PM

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From: **San Mateo County** <[REDACTED]>
Date: Fri, Jan 13, 2023 at 5:27 PM
Subject: San Mateo County 2021 Tuberculosis Annual Report
To: [REDACTED] >

This is why you don't have sanctuary cities, who allow illegals to come with out being being vetted or having health checks. Please give to the council members and Melneck. put on public record, and confirm that you did. Some TBs are incurable. The TB from South America is a bioweapon. thanks from Wynn



Public Health and Healthcare Professionals,

Attached is the [2021 Tuberculosis Annual Report](#) for San Mateo County.

Thank you,

The San Mateo County Tuberculosis/Epidemiology Programs



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From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: 17,000 Doctors Sound The Alarm on COVID Vaccine Genocide
Date: Friday, January 13, 2023 10:29:36 AM

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Give the to the council members and MELNECK. Put on public record please. Confirm that you did. Thanks from Wynn

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

From: rcoones102 <[REDACTED]>
Date: Fri, Jan 13, 2023, 7:23 AM
Subject: 17,000 Doctors Sound The Alarm on COVID Vaccine Genocide
To:

17,000 Doctors Sound The Alarm on COVID Vaccine Genocide

<https://rumble.com/v230rmk-17000-doctors-sound-the-alarm-on-covid-vaccine-genocide.html>

17,000 Scientists and Physicians warn that the COVID (Vaccines) Experimental Genetic Therapy Injections Must End.

They cause far more harm than good. Vaccinated more at risk of disease and death. It damages the heart, brain, reproduction, lungs and immune system.

Sent with [Proton Mail](#) secure email.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: Thousands of 'Tylenol lawsuits' in the Pipeline + 'Shameful' Silence of Liberal Institutions + More
Date: Wednesday, January 11, 2023 2:36:27 PM

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

Send this to the city councils members and Melneck. Put all articles on public record and Please confirm that you did.

Thanks

Wynn

From: Wynn Grcich <[REDACTED]>

Date: Wed, Jan 11, 2023 at 2:31 PM

Subject: Fwd: Thousands of 'Tylenol lawsuits' in the Pipeline + 'Shameful' Silence of Liberal Institutions + More

To: Daniel A Cox [REDACTED]

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

From: Children's Health Defense [REDACTED] >

Date: Wed, Jan 11, 2023 at 2:14 PM

Subject: Thousands of 'Tylenol lawsuits' in the Pipeline + 'Shameful' Silence of Liberal Institutions + More

To: Wynn Grcich [REDACTED] >

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January 11, 2023



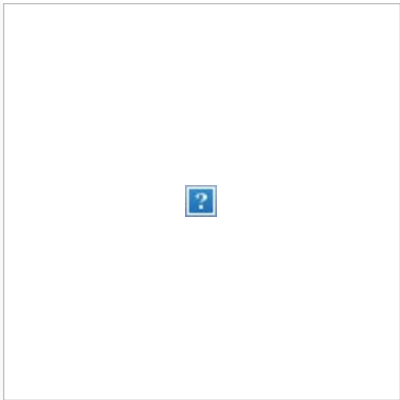
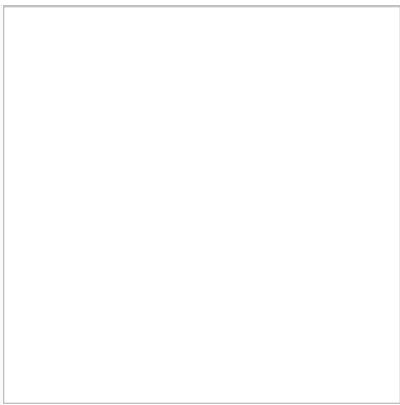


TOP NEWS OF THE DAY

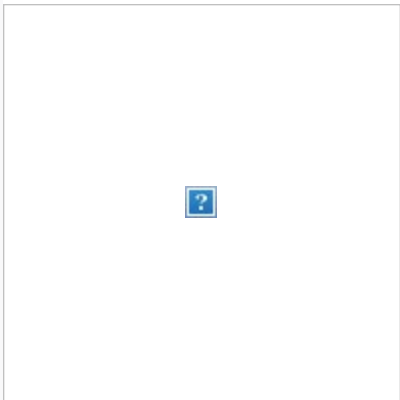


**Hundreds of 'Tylenol Lawsuits' Allege
Retailers, Manufacturers Knew
Acetaminophen During Pregnancy Could
Cause Autism, ADHD**

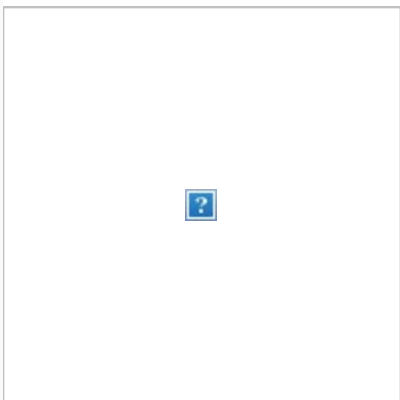
**CHD Plans Lawsuit After Los Angeles
County Approves Fast-Tracking of
Wireless Towers**



The Shameful Silence of American Liberal Institutions



7 Facts Fauci Knew But Hid From the Public



Americans Lost 3 Years of Life Expectancy During COVID Pandemic



Anti-Vaccine Activism Deadlier Than Terrorism? + More School Mask Mandates: ‘This Week’ With Mary + Polly



Spend the Day With RFK, Jr. and Learn the Art of Falconry



Sanders Tells Moderna Planned COVID Vaccine Price Hike Is ‘Unacceptable Corporate Greed’ + More



Pentagon Formally Rescinds COVID Vaccine Mandate for Troops + More

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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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[Work for CHD](#)



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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.

Children's Health Defense

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Franklin Lakes, New Jersey 07417

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From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Subject: FW: TSP workshop CORRECTION
Date: Wednesday, January 11, 2023 11:39:09 AM

Hi Sarah

Please add this to the written comments for Jan. 9.

Amanda Delapena

From: Peter L. Fels [REDACTED]
Sent: Monday, January 9, 2023 12:17 PM
To: City Council <council@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: alliance-for-community-engagement@googlegroups.com; Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>
Subject: TSP workshop CORRECTION

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.

Councilors:

Please note, in my comments to you this morning the sentence regarding G5 should have read

“In other words, downtown parking should have easy access to transit.”

Thank you,

Peter Fels

Sent from my iPad

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: Fwd: BREAKING: RFK, Jr., CHD + Others File Landmark Lawsuit Against Legacy Media for Censoring COVID-Related Content
Date: Tuesday, January 10, 2023 11:36:11 PM

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

From: **Children's Health Defense** <[REDACTED]>
Date: Tue, Jan 10, 2023 at 6:22 PM
Subject: BREAKING: RFK, Jr., CHD + Others File Landmark Lawsuit Against Legacy Media for Censoring COVID-Related Content
To: Wynn Grcich <[REDACTED]>

Give to the county council members, Vancouver council members, and Melneck. Put on public record and confirm that you did ,Please.
Wynn

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January 10, 2023

BREAKING NEWS

Landmark Lawsuit Slaps Legacy Media With Antitrust, First Amendment Claims for Censoring COVID-Related Content

A lawsuit filed today by Robert F. Kennedy, Jr., and multiple other plaintiffs, alleges the Trusted News Initiative, a self-described “industry partnership” launched in March 2020 by several of the world’s largest news organizations, partnered with Big Tech firms to collectively censor online news.

[Read More](#)

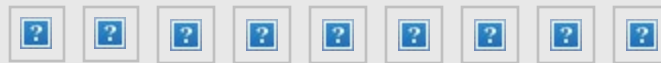
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From: [june yamrick](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Proposition 3
Date: Monday, January 9, 2023 2:13:29 PM

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

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

The city of Vancouver needs proper housing for homeless people. The rents are much too high for what people can afford . Salaries have not increased to the level of inflationary costs for basic goods and housing. June yamrick, Vancouver washington

From: [City of Vancouver - Office of the City Manager](#)
To: [Small, Rebecca](#); [Drennan, Kate](#)
Cc: [Lande, Aaron](#); [Dollar, Sarah](#)
Subject: FW: TSP - yes!
Date: Tuesday, January 10, 2023 8:50:51 AM

Hello –

We received the following email in the CMO inbox.

Thank you!

City Manager's Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Jan V [REDACTED]
Sent: Monday, January 9, 2023 12:17 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: TSP - yes!

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.

Many thanks to Rebecca, Kate and Thomas. The focus on safety, climate, and multi-mobility are what impress me.
Every time I walk or bike or wait for the bus I am impressed by how loud, fast and dirty vehicle traffic is. Ugh.

When I try to ride on Fourth Plain, I think about the people who have no choice. We have a Safe Stay there, plus the Meridian and countless apartments. I'm glad to see it on the list!

When I see parking lots, I think of what else that space could be used for.
When I picture all of us driving downtown expecting curbside parking, I laugh out loud.
Crazy. Even at our house with my husband in a chair, we do not expect that amenity.

Thanks again. People-focused infrastructure. Yes!
Jan Verrinder
Vancouver

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Esther Short Park
Date: Monday, January 23, 2023 11:09:31 AM
Attachments: [image001.png](#)

This is the only comment for Council we have had since 1/18 – which is the last time I forwarded them to you. I'll send any more we have after 12.

Thanks!

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

From: Michael Piper <[REDACTED]>
Sent: Sunday, January 22, 2023 9:21 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Esther Short Park

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Please do something about the park and specifically the stage and the Slocum House. Every day - every day there is a huge amount of garbage left by those who use both buildings as camping and day center. It's piled high with garbage, human excrement, broken glass, etc. It is not only an embarrassment to the City, but a significant public health risk. HART, the police and public works are well aware of the problem but nothing changes. I urge you to please trespass these individuals and put a temporary fence around it until the City can come up with a plan.

Michael Piper

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); Sara.Lamnin@hayward-ca.gov
Subject: children"s masks
Date: Saturday, January 21, 2023 9:46:59 PM

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

<https://www.unmaskyourchild.com/>

Send this to the council members, mayors, and Melnick. Put on public record and confirm that you did, Thanks
Wynn Grcich

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: Fwd: mRNA Vaccines for Livestock a \$26 Billion Business + The Truth About HPV Vaccines + More
Date: Friday, January 20, 2023 3:31:03 PM

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

From: Wynn Grcich <[REDACTED]>
Date: Fri, Jan 20, 2023 at 1:20 AM
Subject: Fwd: mRNA Vaccines for Livestock a \$26 Billion Business + The Truth About HPV Vaccines + More
To:

Please send to the council members and Melneck. Put on public record and confirm that you did.

Thanks

Wynn Grcich

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

From: Children's Health Defense <[REDACTED]>
Date: Thu, Jan 19, 2023 at 2:23 PM
Subject: mRNA Vaccines for Livestock a \$26 Billion Business + The Truth About HPV Vaccines + More
To: Wynn Grcich <[REDACTED]>

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January 19, 2023



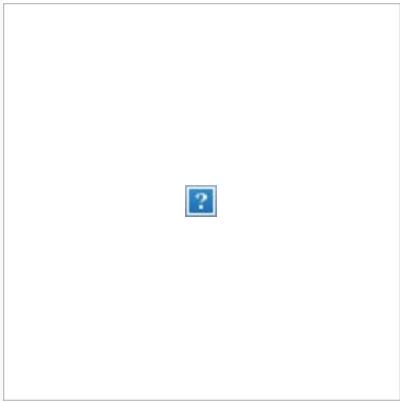
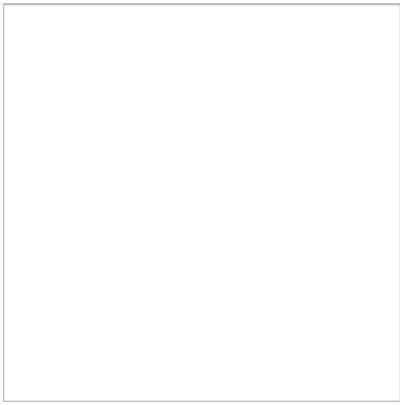


TOP NEWS OF THE DAY

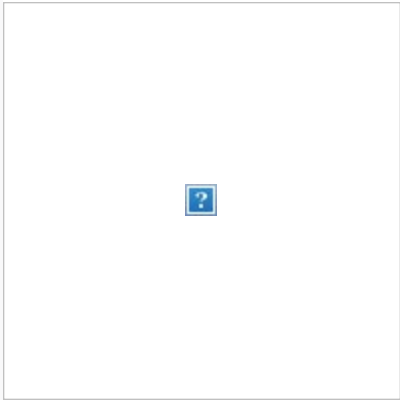


**COVID Vaccines ‘Opened the Floodgates’
for New Wave of mRNA Vaccines for
Livestock**

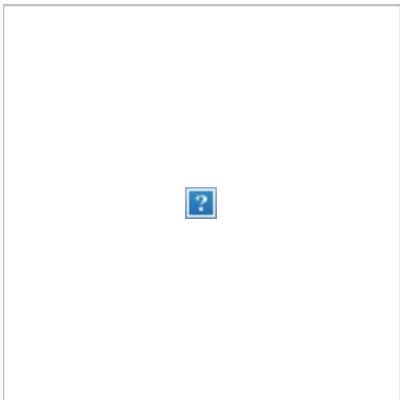
**The Truth About HPV Vaccination, Part
1: How Safe Is It, Really?**



‘Jaw-Dropping’ Evidence Syngenta Knew Its Paraquat Weedkiller Could Cause Parkinson’s



COVID Propaganda and Its Threat to Democracy



Finally! USDA Moves to Stop Organic Food Fraud



5 Steps Public Health Officials Must Take to Regain Public's Trust



RSV Vaccine: Moderna, Pfizer Start a New FDA Approval Race + More



Biden's DOJ Is Still Fighting to Reimpose Mask Mandates on Airline Flights + More

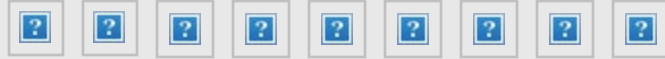
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Children's Health Defense

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Franklin Lakes, New Jersey 07417

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From: [Peter L. Fels](#)
To: [Small, Rebecca](#); [City of Vancouver - Office of the City Manager](#); [Alliance For Community Engagement](#); [City Council](#); [Rebecca Ponzio](#)
Subject: Support HB 1433 - Home energy score labeling
Date: Wednesday, January 18, 2023 1:48:28 PM
Attachments: [23-01-17, HB 1433 --HES one page, final \(PCA\).pdf](#)

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

Dear Rebecca et al.,

The Home Energy Score labeling bill has now been filed and numbered as HB 1433. Representatives Duerr and Ramel are co-sponsoring.

I encourage the City Council to support this bill as it is consistent with the home energy scoring proposal in our CAF. If it is passed as a state law, that will avoid the necessity to draft a separate City ordinance and also remove builders' concerns that selling homes in Vancouver is more difficult than it would be in other parts of the state.

The City may want to ask for added funding to allow for training workers to do energy scoring. This could be through our community colleges or union apprenticeships.

Attached are an information sheet and a sample label from Hillsboro Oregon.

Thank you for your consideration,

Peter Fels
Vancouver

From: [Peter L. Fels](#)
To: [Small, Rebecca](#); [City of Vancouver - Office of the City Manager](#); [City Council](#); [Alliance For Community Engagement](#)
Cc: [Rebecca Ponzio](#); [Coal-WA-SW-Leaders](#)
Subject: HB 1110/SB 5190 middle housing bills
Date: Wednesday, January 18, 2023 1:43:08 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.

People,

If you are not already aware of them, I urge you to support HB 1110 and SB 5190 by contacting your legislators. These bills provide inclusion of "middle housing" in single family zoned neighborhoods. They are already supported by Washington Association of Cities. Representatives Monica Stonier and Sharon Wylie are among the sponsors.

Supporting middle housing is consistent with the goals and language of Vancouver's CAF. The bills allow increased density, especially along transit corridors, which helps reduce GHG emissions. They also reduce the exclusivity of some current neighborhoods, thus promoting equity, diversity and inclusion.

If the proposed state legislation passes, the City will not have to adopt its own ordinances to change existing zoning laws and will not be seen as a more difficult place to build than other Washington jurisdictions.

Please support these bills.

Thank you,

Peter Fels
Vancouver

From: [David Rowe](#)
To: [Heidi Cody](#); [Monica zazueta](#); [City of Vancouver - Office of the City Manager](#)
Subject: IBR program needs to look at other transit alternatives
Date: Thursday, January 19, 2023 1:14:44 PM
Attachments: [january 2023 zoom.pdf](#)
[RR in SW Washington and Hood River.pdf](#)

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

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

I made comments to the Washington State Transportation Commission today. I wanted to share my comments with you, My goal is to have a cost -benefit analysis and a feasibility study for this system from funds from the Bipartisan Infrastructure Law (BIL). Regional passenger rail system would help reduce climate change as well as reduce the need to expand the I-5 Bridge and Rose Quarter project. The IBR program as currently planned is too huge for Vancouver Waterfront, too expensive, and will add more highways with Jersey Barriers in Clark County.

Dave Rowe

From: [jonathan.stein](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: fossil fuel storage
Date: Sunday, January 15, 2023 3:14:53 PM

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PLEASE VOTE TO MAKE BULK FOSSIL FUEL STORAGE MORATORIUM PERMANENT. The transport and storage of fossil fuels is a risk to our community not only from potential explosions and fires, but also the health of the air we breathe. These facilities are sited in areas of our most vulnerable population. Seismic risk is also not insignificant in PNW. Moving to cleaner energy strategies is a MUST if we want to have a livable environment. sincerely, Dr. Sharon Bucher

From: [Jan V](#)
To: [Whitley, Samantha](#); [City of Vancouver - Office of the City Manager](#)
Cc: [Michael Newton](#); [Second Step Housing](#); [HART Team](#); [Adrienne Strehlow](#); [Laura @ Council for the Homeless](#)
Subject: February vote and AHF questions
Date: Sunday, January 15, 2023 8:59:14 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.

Hi all,

Prop 3: Are we doing anything more for outreach than posting on Nextdoor and offering a survey on BeHeard? I might have missed it.

I will lead a bicycle ride mostly around downtown, but also down Fourth Plain as far as Hope Village. My goal is to show folks where their money is invested with examples of housing being built and maintained, housing with services, temporary shelter, and rental assistance. I'd also like to include any partner organizations and resources along the route similarly helping people. I had to edit a lot of wonderful spots to keep the ride as short and flat as possible.

I'm using the city website dashboard, and hoping the information is current. I had Residences at Arnada on my route, but heard they do NOT actually offer 12 affordable housing units out of the 83 there. Is that true?

Stops on my route so far:

1. Hope Village, Fourth Plain
2. St Luke's shelter, F Ave & 27th St
3. Council for the Homeless, Main St
4. VHA, Main St
5. Second Step Housing, Main St
6. Lincoln Place, Lincoln Ave
7. Share House shelter, 13th St
8. OHM Shelter, 12th St
9. FISH, Harney
10. Safe Stay #3, 11st St
11. Van Vista, 13th St
12. St Paul's shelter, Franklin
13. Miles Terrace, Esther

This email is really just an FYI and invitation to advise me of anything you think I should know and even better JOIN me. I don't have a date yet, but am hoping for a weather break next week - maybe Friday???

Thanks,



From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Housing Fund Ride
Date: Tuesday, January 17, 2023 9:00:05 AM
Attachments: [image001.png](#)

Thanks!

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

From: Jan V [REDACTED]
Sent: Monday, January 16, 2023 10:49 PM
To: Jan V [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Subject: Re: Housing Fund Ride

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.

Haha - see what happens when you're still on the computer and should be in bed???

HERE is the link to the ride with all the details:

[https://www.vbc-usa.com/content.aspx?
page_id=4002&club_id=851488&item_id=1894315&event_date_id=255](https://www.vbc-usa.com/content.aspx?page_id=4002&club_id=851488&item_id=1894315&event_date_id=255)

From: Jan V [REDACTED]
Sent: Monday, January 16, 2023 10:40 PM
To: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
Subject: Housing Fund Ride

Hi all,

If you ride a bike or know someone who might be interested in riding around some of the locations in town where people are helping people, please share this link to my ride.

It's as flat and short as I can make it and still see as much as we can. We'll have a couple of folks on the ride who help folks in town. If you know others who might ride or meet us along the route - fantastic - let me know.

Here's the link to all the information.

Thanks for everything you do and let's hope we get Prop 3 passed.

Jan
[REDACTED]

Kimberlee Elbon - January 9, 2023

From: no-reply@fvrl.org on behalf of [FVRL Public Copier](#)
To: [City Council](#); countyclerk@clark.wa.gov; comm-aging@clark.wa.gov; BOE@clark.wa.gov; districtcourtcivil@clark.wa.gov; vaninfo@ci.vancouver.wa.us; rebecca.messinger@clark.wa.gov; kristin.phillips@clark.wa.gov; tina.redline@clark.wa.gov; bonnie.lee@clark.wa.gov; [City of Vancouver - Office of the City Manager](#); [REDACTED]
Subject: Scanned image from Fort Vancouver Regional Library
Date: Monday, January 9, 2023 3:02:20 PM
Attachments: [FVRL_20230109_150210.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.

TABLE OF CONTENTS

Kimberlee Elbon - January 9, 2023

These emailed documents are to be put on PUBLIC RECORDS for the

Vancouver City Council, mayor, City manager, City attorneys and Clerks AND Including The Clark County Council/CC Board (one in the same !), Clark County Manager, County Clerk and Clerks AND The Community Planning Staff on aging, Community engagement inclusion, BOE and the District Court Civil. If this email did not go to each office above; please make sure it does, ie the Clark County manager has no direct contact email on web site to mention one example.

January 9, 2023 a Monday

Page:

1- My ReQuest for a pedestal and microphone for Speaking.

2-8 - ReQuesting an answer from The Vancouver City council.

9-17 - The Declaration of Independence.

18-22 - The Bill of Rights.

23 – Preamble to The Declaration of Independence.

24-25 – Judicial Conduct and Disability.

26-39 – The Constitution of The United States.

40-47 – The Constitution.

48-51 – Childrens Health Defense.

52-56 – Hazardous substances and climate.

57-61 – The power of the consent agenda.

62-63 – Concerns with Voter Integrity.

64-76 – GREAT CONCERNS for Public Health and propaganda from Local Government here in Clark County Washington USA; including all Cities !!!

77-80- Last minute wake-up call to Citizens.

To all Vancouver City Council members including the mayor, City manager, City attorneys and clerks.

January 4, 2023

THIS email REQUEST is also to be put on PUBLIC RECORDS.

This is a ReQuest to have a microphone and pedestal so I and Others can STAND while SPEAKING on all consent agendas, public comments etc. during all Vancouver City Council meetings. This council has obviously taken My ability to Speak to The Citizens while addressing Them and turning My back on this tyrannical Local government. I can no longer sit at the table there in chambers and have reasonable access to the microphone, thus causing what I call DISCRIMINATION ! I have sciatica issues and prefer to Stand as I have seen in past council meetings when the thought to make this ReQuest came about. Also, it would be difficult for Those Citizens in wheelchairs to access the microphone as it is now. since this council has taken another step to take Our First Amendment Rights away by not having the microphone put on the end of the table; which makes it more accessible to Me and Others. Don't let pride get in the way of this ReQuest.

If this ReQuest is not met, I will Peacefully access the microphone at the table by standing where I normally Stand, lest I say You are Discriminating against My Right to Stand in a Public Building and have broken no laws to Discriminate Me from Standing where I usually Stand.

Any Policies or laws that state otherwise can be sent to My email and I will be Speaking at the January 9, 2023 meeting.

Thank You and Let's have a Godly New Year Amen.

Kimberlee Elbon we4the4people@aol.com





PRRR - answered?

Item #9.

Staff Report: 205-22

Did you answer
any of the following
public comments and give
evidence either way.

TO: Mayor and City Council
FROM: Eric Holmes, City Manager
DATE: 1/9/2023

SUBJECT 2022 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 changes must be reviewed concurrently and only once per year. Zoning changes may be reviewed at any time.
- 2022 proposals consist of three Comprehensive Plan and zoning map changes, one Comprehensive Plan and related zoning text change, and 17 zoning code text changes. All but two were unanimously recommended for approval by the Planning Commission, with limited public testimony except where noted.

Strategic Plan Alignment

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

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

Present Situation

The following are proposed:

Map Change – Stutesman – Commercial/CG to Urban High Density/R-22 on 0.8 acres in the Vancouver Mall Neighborhood. Intended to allow future townhome development. Planning Commission recommended approval with 90-day effective period to allow additional time for existing mobile home residents to relocate.

Map Change - Schwartz – Urban Low Density/R-2 to Community Commercial/CC on 2.1 acres on 1st Street near the City of Camas border. Intended to allow expansion of an existing home business. Planning Commission recommended denial by 3-2 vote based on concerns that commercial zoning within residential area might hinder efficient redevelopment of adjacent large lot residences, would make future higher density residential options less likely, and is premature given the pending Comprehensive Plan update.

Map Change - Lieser School Redevelopment - Urban Low Density/R-6 to Urban High Density/R-30 on 8.4 acres in the Vancouver Heights neighborhood. Intended to allow a larger school site redevelopment including a fire station, park, approximately 10 townhomes and 100 affordable rental housing units, and an Educational Opportunities for Children and Families (EOCF) early childhood development facility with childcare, offices, and a commercial kitchen.

Text Change - Evergreen, Camas, and Battle Ground School District Capital Facilities Plans - Adoption of the three District Capital Facilities Plans by reference into the City Comprehensive Plan, and adoption of associated School Impact Fees in VMC 20.915.060-1:

School District	Single Family	Multi-Family
Battle Ground	\$6,397 \$10,760	\$2,285 \$3,845
Camas	\$5,374 \$6,650	\$5,374 \$6,650
Vancouver	\$2,880 \$2,786	\$2,384 \$2,486

Additional Zoning Code Text Changes

- Eliminate Central Park Overlay, VMC 20.503, which prevents properties from redeveloping in alignment with underlying zoning.
- Update Solid Waste Disposal and Recycling Standards (VMC 20.970), including related changes to Narrow Lot Standards in VMC 20.927 and Cottage Cluster Developments in VMC 20.950, to reflect and codify existing practices.

(2)

3. Update and simplify temporary use standards under VMC 20.885.
4. Update VMC 20.960.060 Commercial District Signs to more clearly address signs located at the top of multistory buildings.
5. Update definitions of Residential Care and Adult Care Homes (VMC 20.150.040E and VMC 20.860.020.B.10.c) to increase allowances from 6 to 8 persons consistent with state law.
6. Add a senior housing definition in VMC 20.150.040A.
7. Clarify that Heights Plan District first floor minimum 16-foot requirements under VMC 20.670.040.B.2 apply to commercial and not residential uses.
8. Update and correct subdivision requirements (VMC 20.320.030.B.4.g and VMC 20.320.070.C.1.f).
9. Update Archaeological Resources requirements under VMC 20.710.020.
10. Correct definition of abutting under VMC 20.150.040A.
11. Correct cross reference in Infill Development Standards VMC 20.920.060.
12. Correct cross reference in SEPA standards under VMC 20.790.830.
13. Correct cross reference in Airport Height Overlay under VMC 20.570.
14. Correct outdated reference to Community and Economic Development Department Director in various Title 20 locations.
15. Correct Vancouver Lake Greenway map under VMC Figure 20.450-2 to reflect previously approved zoning map change.
16. Eliminate reference to outdated C-Tran document under VMC 20.430.030-1 footnote 8.
17. Update Planning, Engineering and Fire fees under VMC 20.180.060, 20.180.070, and 20.180.080 to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out ROW permits for residential and commercial uses. Per City code, these were not reviewed by the Planning Commission. Annual CPI-based increases will be applied in 2023.

Advantage(s)

- Stutesman map change facilitates long term housing at a location near commercial and public services.
- Lieser School map change allows for redevelopment, including affordable housing, educational facilities, a park and fire station.
- Schwartz map change if approved would allow existing and proposed home business activities at the proposal site to become legal, and would allow for future commercial development.
- Text changes allow for updated School Impact Fees and Capital Facilities Plans to provide for educational facilities, allow for development in the Central Park area to occur consistent with underlying zoning, and provide updated and corrected zoning standards overall.

Disadvantage(s)

- Stutesman map change creates likely future need for relocation of current on-site residents.
- School Impact fee increases will likely increase housing costs.
- Schwartz map change to commercial, if approved, could hinder efficient redevelopment of adjacent large lot residences, make future denser residential development of the proposal site less likely, and may be premature given the pending Comprehensive Plan Update.

These disadvantages do not relate to Citizens' concerns!

Budget Impact

Planning, Engineering, and Fire fee changes are estimated to generate approximately \$500,000 in 2023.

Prior Council Review

Council workshops were held on November 14 and November 28, 2022.

Action Requested

On January 9, 2023, subject to second reading and a public hearing, approve Ordinances A (Stutesman Map Change), B (Lieser School Map Change), C (Schwartz) and D (Text Changes).

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ☐ Stutesman Ordinance
- ☐ Lieser Ordinance
- ☐ Schwartz Ordinance
- ☐ Applicant Memo - Schwartz First Comprehensive Plan Amendment and Zone Change
- ☐ Fall 2022 Plan and Zone Text Change Ordinance
- ☒ Public Comments Received
- ☐ Presentation

prior to meeting Jan 9 - PRRg if any
of these were answered!

ATTACHMENT E – WRITTEN PUBLIC COMMENTS RECEIVED

From: lauretta howell

Sent: Thursday, September 8, 2022 1:42 PM

To: Snodgrass, Bryan Subject: Re: Central Park overlay district

Would I be right in assuming that a 40% ratio of multifamily homes is higher than the average in Vancouver Washington? That high ratio of multi family homes built at a time when parking requirements were low has had an impact on available parking in our community. The city is now allowing multi family to be developed with, in my opinion, inadequate on-site parking which would make our parking problem even worse . What concerns me is that in an attempt to make up for the lack of affordable housing the city allows owners on single family but larger than average lots to build tiny homes without adequate parking on site. Could you address that concern? Thank you. Sent from my iPad

> On Sep 7, 2022, at 4:25 PM, Snodgrass, Bryan wrote: > > I have not been able to find any record of the original request and don't know what form it would have been conveyed in. I did find the attached staff report for the original overlay establishment which may have some background information

From: Steve T

Sent: Tuesday, October 4, 2022 4:12 PM

To: Snodgrass, Bryan

Subject: Proposed zoning change at 20101 & 20117 SE 1st St

. Mr Snodgrass I recently received a postcard notice on a proposal to change zoning for 20101 & 20117 SE 1st St from Low Density/R-2 to Commercial/CC. I live at 20028 SE 3rd Cir and the subject zoning change property is located immediately to the north of my property. I just want to say that I strongly object to any zoning change for the subject property. Changing the subject property to Commercial just doesn't make sense. All the surrounding properties to the south of SE 1st St are not zoned for commercial use and it should be kept that way so our neighborhood has a buffer zone for all the commercial development that is already happening on the northside of SE 1st St. We already have to deal with the subject property currently being used as a short term rental property(Airbnb). We already have to deal with noise and bright lights from short You don't often get email from csinoregon@hotmail.com. Learn why this is important term guests going in and out of the subject property sometime at odd hours late at night. I can imagine that would be unbearable if the zoning is changed to commercial and there can be potential noise all throughout the day. On another totally different matter, I want to point out that a traffic light is urgently needed on the intersection of SE 1st St and Westridge Blvd. With the increased traffic in the past few years, and the new development happening on the north side of SE 1st St, it is very difficult and potentially dangerous to make a left turn from Westridge Blvd onto SE 1st St. I hope this can be addressed quickly.

Regards, Steven Tsang

From: C. Schafer

Sent: Sunday, October 2, 2022 1:17 PM

To: Snodgrass, Bryan Subject:

RE: Changes to the Central Park overlay Importance: High

To Bryan Snodgrass and other planning commission members

This letter asks some questions and expresses my concerns about the changes to the Central Park neighborhood overlay change. Parts of Central Park neighborhood that were built in the 1940s or earlier have some special issues that make it more problematic to add housing density. I live at 1200 Y St, Vancouver in the middle of the block on Y Street between Mill Plain on the south and 13th Ave on the north. Comments: Except for 4 houses at the north end of our block, the rest of the houses on the block are on narrow lots with single-car width driveways. In some cases, because of placement of the garages (some of which are 1940s garages that don't fit modern cars), two larger vehicles cannot be parked in the driveway without blocking the side walk. Most residents place one car in their drive way and one on the street. This leaves just enough room for the postal truck to deliver mail—a space that is generally not large enough to park another car. My concern on our street is what happens if ADUs (or similar) increase the density of cars parking on the street. Overflow cars have nowhere to go. Mill Plain to the south has no parking lane. Also 13th to the north has limited parking as it is an old narrow street that goes by the Pioneer Cemetery. The parking that is on 13th near Y St is generally used by the duplexes near the corner of Y Street and 13th. X Street (just north of our block) has had parking issues since the mid-block apartments were built. So there is really no overflow parking options available near our street if increased building density brings more cars to the street. MY QUESTIONS INCLUDE: Does this overlay proposal change what can happen to the following property? There are 2 parcels (mid-block) labeled #176 and #177 of John Maney. (Also labeled Property ID 35317000 and 35316000.) They are behind the properties at 1110 and 1116 Y St. A few years ago, the owner of these properties tried to create a new building area by removing driveways from the 2 houses and then filed a new deed with the county using those 2 driveways as potential access to the lots in the back. (While the driveways are temporarily being used by the houses whose driveway ownership was removed, that would change if these back parcels were approved for development. Would building on these parcels (or addition of ADUs) on the street require the city to notify the neighbors near the building areas and allow for input before building permits were given? Are parking issues taken into consideration when approving such permits to build? It is my understanding that ADUs only require one parking spot off road? If a 2-bedroom structure was built on the parcels in question, that could mean four people might move in with parking for only 1 car and the rest of the people would be trying to park on the street along with the inhabitants of the 2 houses in front of the parcels that own no driveways. We already have a fair density of cars on this street. There is also at least 1 house on this street with 4 young adults sharing a house--each with a car.

All need their cars as they commute long distances to work or work nights which makes bus use not feasible. Parking is already problematic on this street and increasing housing density will only intensify the problem. Please respond to the questions that are underlined. Thank you.

Sincerely, Carol Schafer csinoregon@hotmail.com Resident of 1200 Y St, Vancouver, WA 98661

From: lou ann way

To: Planning Commission Subject: Citizen Communication

Date: Monday, October 10, 2022 4:48:17 AM

My name is Lou Way and I live at 9203 NE 53rd Street. I would like to see the zoning stay as a commercial zone. Vancouver does not have a lot of commercial buildings the size as the one at 5204/5206 NE 94th ave. Vancouver would like to compete with Portland and businesses are moving from Oregon but if those potential companies are not offered the size structure needed for those business to succeed they will not come here. Commercial/ business taxes are far better for city revenue than those credits you will be giving to developers to build affordable housing. The city of Vancouver needs to have commercial buildings available for those businesses bouncing back from the pandemic for without businesses there will be no need of housing. Please keep 5204/5206 zoned for commercial. Thank you for listening to a concerned neighbor.

Lou Way Sent from my iPad

From: N Sukkau

To: Planning Commission

Cc: Nischik, Julie

Subject: Fwd: Agenda for 10/11/2022 - Lieser School - from Urban low density R-6 to Urban High density R-30

Date: Tuesday, October 11, 2022 11:36:13 AM

Feedback regarding messaging. This project has been delayed for years, and the outreach to the local community has been inadequate. Only half of my neighbors are aware this project is even funded and ready to begin soon. When I attended the last outreach at the school I discovered it was simply an event to clean out the school. I did not receive any answers to my questions below: The Fire/Life/Safety component is understood. We need a new fire station, and this may be the ideal area that needs to be served. The addition of affordable housing feels like a bolt on to this project. Scope creep defined. Where are the studies to show that the local infrastructure can support the addition of 100+ families in

essentially a city block of existing residential zoning? Here are my specific questions that must be addressed for the community:

- 1) What Seismic study and engineering has been integrated in to the proposed High Density Housing and Auxiliary Buildings? How is any existing building that will remain being retrofitted to meet these standards. -OR- do we need to make clear this will not be a seismically reinforced structure?
- 2) Power (Electrical infrastructure). How is the site being serviced? What level of expansion is expected. Where is the environmental study to show: Solar exposure (what is the solar production capacity, and what is being installed?) 1000kW solar should be included.
- 3) Water (Mains) How is the site and area being upgraded for the water requirements of this site. Is there a plan to harvest grey water for eco use? Catch basin designed for runoff? Plant/vegetation considerations?
- 4) Sewer (Mains and aux.) How is this site being prepared to handle the additional sewer capacity for black water and grey water sources?
- 5) Telecommunications – Will this community receive fiber optic high speed internet, or be at the mercy of existing, slow telco infrastructure. E.g. How are you ensuring “Digital Equity”.
- 6) Police - Who is representing the East Vancouver Police dept. for this project? How do they plan to assign additional resources to this area to ensure safety? This is already a high crime area, with low engagement from the community.
- 7) Fire – This may be obvious with the inclusion of the station, but who is the designated contact/representative from Vancouver Fire to talk to this. How do they plan to assist the local community that is essentially in their backyard. I would expect more service calls unrelated to fire in the vicinity. (Life/Safety assistance calls w/ Police etc.)
- 8) Hospital/ER services. Who is being engaged at SW Washington Medical Center? This is very close, and I would expect health care visits from locals to increase. How is this being addressed and prepared?
- 9) Local homeowners and Realtors should be re-engaged. We already pay very high taxes in this area, and have some limited high density. Low income apartments are also abundant in this area leading to local challenges that are currently unaddressed. (Crime, poverty, and decreased community resources) Who has engaged with the major homeowners associations and Realtors to discuss Taxes, property values, and other challenges the local community would like addressed?
- 10) Please explain the tenant profile for this project. The slides only show the outlier or the subset of groups to be served. WHO will be served the most by this project? Who is the targeted demographic. Do we have profiles of the people we are looking to serve with this? If so, please expand on who we will help the most? (Slide deck statistics only show a portion.. I want to see the whole picture) In closing, this high density housing proposal will substantially impact local quality of life and asks for variances that do not clearly benefit the area. More in depth analysis of the issues I outlined from both a infrastructure

and people perspective -- needs to be performed before approving ANY additional zoning changes.
Message discipline with the community must follow. Ensure there is real support. (Sending a post card is not sufficient)

Nathan Sukkau Local Homeowner & Certified Disaster Recovery Engineer nsukkau@outlook.com



Declaration of Independence: A Transcription

 Print This Page

Note: The following text is a transcription of the Stone Engraving of the parchment Declaration of Independence (the document on display in the Rotunda at the National Archives Museum.) The spelling and punctuation reflects the original.

In Congress, July 4, 1776

The unanimous Declaration of the thirteen united States of America, When in the Course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security.--Such has been the patient sufferance of these Colonies; and such is now the necessity which constrains them to alter their former Systems of Government. The history of the present King of Great Britain is a history of repeated injuries and usurpations, all having in direct object the establishment of an absolute Tyranny over these States. To prove this, let Facts be submitted to a candid world.

He has refused his Assent to Laws, the most wholesome and necessary for the public good.

He has forbidden his Governors to pass Laws of immediate and pressing importance, unless suspended in their operation till his Assent should be obtained; and when so suspended, he has utterly neglected to attend to them.

He has refused to pass other Laws for the accommodation of large districts of people, unless those people would relinquish the right of Representation in the Legislature, a right inestimable to them and formidable to tyrants only.

He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their public Records, for the sole purpose of fatiguing them into compliance with his measures.

He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people.

He has refused for a long time, after such dissolutions, to cause others to be elected; whereby the Legislative powers, incapable of Annihilation, have returned to the People at large for their exercise; the State remaining in the mean time exposed to all the dangers of invasion from without, and convulsions within.

He has endeavoured to prevent the population of these States; for that purpose obstructing the Laws for Naturalization of Foreigners; refusing to pass others to encourage their migrations hither, and raising the conditions of new Appropriations of Lands.

He has obstructed the Administration of Justice, by refusing his Assent to Laws for establishing Judiciary powers.

He has made Judges dependent on his Will alone, for the tenure of their offices, and the amount and payment of their salaries.

He has erected a multitude of New Offices, and sent hither swarms of Officers to harrass our people, and eat out their substance.

He has kept among us, in times of peace, Standing Armies without the Consent of our legislatures.

He has affected to render the Military independent of and superior to the Civil power.

He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended Legislation:

For Quartering large bodies of armed troops among us:

For protecting them, by a mock Trial, from punishment for any Murders which they should commit on the Inhabitants of these States:

For cutting off our Trade with all parts of the world:

For imposing Taxes on us without our Consent:

For depriving us in many cases, of the benefits of Trial by Jury:

For transporting us beyond Seas to be tried for pretended offences

For abolishing the free System of English Laws in a neighbouring Province, establishing therein an Arbitrary government, and enlarging its Boundaries so as to render it at once an example and fit instrument for introducing the same absolute rule into these Colonies:

For taking away our Charters, abolishing our most valuable Laws, and altering fundamentally the Forms of our Governments:

For suspending our own Legislatures, and declaring themselves invested with power to legislate for us in all cases whatsoever.

He has abdicated Government here, by declaring us out of his Protection and waging War against us.

He has plundered our seas, ravaged our Coasts, burnt our towns, and destroyed the lives of our people.

He is at this time transporting large Armies of foreign Mercenaries to compleat the works of death, desolation and tyranny, already begun with circumstances of Cruelty & perfidy scarcely paralleled in the most barbarous ages, and totally unworthy the Head of a civilized nation.

He has constrained our fellow Citizens taken Captive on the high Seas to bear Arms against their Country, to become the executioners of their friends and Brethren, or to fall themselves by their Hands.

He has excited domestic insurrections amongst us, and has endeavoured to bring on the inhabitants of our frontiers, the merciless Indian Savages, whose known rule of warfare, is an undistinguished destruction of all ages, sexes and conditions.

In every stage of these Oppressions We have Petitioned for Redress in the most humble terms: Our repeated Petitions have been answered only by repeated injury. A Prince whose character is thus marked by every act which may define a Tyrant, is unfit to be the ruler of a free people.

Nor have We been wanting in attentions to our Brittish brethren. We have warned them from time to time of attempts by their legislature to extend an unwarrantable jurisdiction over us. We have reminded them of the circumstances of our emigration and settlement here. We have appealed to their native justice and magnanimity, and we have conjured them by the ties of our common kindred to disavow these usurpations, which, would inevitably interrupt our

connections and correspondence. They too have been deaf to the voice of justice and of consanguinity. We must, therefore, acquiesce in the necessity, which denounces our Separation, and hold them, as we hold the rest of mankind, Enemies in War, in Peace Friends.

We, therefore, the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world for the rectitude of our intentions, do, in the Name, and by Authority of the good People of these Colonies, solemnly publish and declare, That these United Colonies are, and of Right ought to be Free and Independent States; that they are Absolved from all Allegiance to the British Crown, and that all political connection between them and the State of Great Britain, is and ought to be totally dissolved; and that as Free and Independent States, they have full Power to levy War, conclude Peace, contract Alliances, establish Commerce, and to do all other Acts and Things which Independent States may of right do. And for the support of this Declaration, with a firm reliance on the protection of divine Providence, we mutually pledge to each other our Lives, our Fortunes and our sacred Honor.

Georgia

Button Gwinnett

Lyman Hall

George Walton

North Carolina

William Hooper

Joseph Hewes

John Penn

South Carolina

Edward Rutledge

Thomas Heyward, Jr.

Thomas Lynch, Jr.

Arthur Middleton

Massachusetts

John Hancock

Maryland

Samuel Chase

William Paca

Thomas Stone

Charles Carroll of Carrollton

Virginia

George Wythe

Richard Henry Lee

Thomas Jefferson

Benjamin Harrison

Thomas Nelson, Jr.

Francis Lightfoot Lee

Carter Braxton

Pennsylvania

Robert Morris

Benjamin Rush

Benjamin Franklin

John Morton

George Clymer

James Smith

George Taylor

James Wilson

George Ross

Delaware

Caesar Rodney

George Read

Thomas McKean

New York

William Floyd

Philip Livingston

Francis Lewis

Lewis Morris

New Jersey

Richard Stockton

John Witherspoon

Francis Hopkinson

John Hart

Abraham Clark

New Hampshire

Josiah Bartlett

William Whipple

Massachusetts

Samuel Adams

John Adams

Robert Treat Paine

Elbridge Gerry

Rhode Island

Stephen Hopkins

William Ellery

Connecticut

Roger Sherman

Samuel Huntington

William Williams

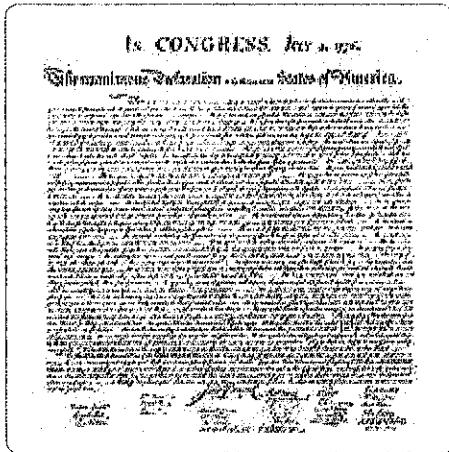
Oliver Wolcott

New Hampshire

Matthew Thornton

The Declaration of Independence, 1776

By issuing the Declaration of Independence, adopted by the Continental Congress on July 4, 1776, the 13 American colonies severed their political connections to Great Britain. The Declaration summarized the colonists' motivations for seeking independence. By declaring themselves an independent nation, the American colonists were able to confirm an official alliance with the Government of France and obtain French assistance in the war against Great Britain.



The Declaration of Independence

Throughout the 1760s and early 1770s, the North American colonists found themselves increasingly at odds with British imperial policies regarding taxation and frontier policy. When repeated protests failed to influence British policies, and instead resulted in the closing of the port of Boston and the declaration of martial law in Massachusetts, the colonial governments sent delegates to a Continental Congress to coordinate a colonial boycott of British goods. When fighting broke out between American colonists and British forces in Massachusetts, the Continental Congress worked with local groups, originally intended to enforce the boycott, to coordinate resistance against the British. British officials throughout the colonies increasingly found their authority challenged by informal local governments, although loyalist sentiment remained strong in some areas.

Despite these changes, colonial leaders hoped to reconcile with the British Government, and all but the most radical members of Congress were unwilling to declare independence. However, in late 1775, Benjamin Franklin, then a member of the Secret Committee of Correspondence, hinted to French agents and other European sympathizers that the colonies were increasingly leaning towards seeking independence. While perhaps true, Franklin also hoped to convince the French to supply the colonists with aid. Independence would be necessary, however, before French officials would consider the possibility of an alliance.

Throughout the winter of 1775–1776, the members of the Continental Congress came to view reconciliation with Britain as unlikely, and independence the only course of action available to them. When on December 22, 1775, the British Parliament prohibited trade with the colonies, Congress responded in April of 1776 by opening colonial ports—this was a major step towards severing ties with Britain. The colonists were aided by the January publication of Thomas Paine's pamphlet *Common Sense*, which advocated the colonies' independence and was widely distributed throughout the colonies. By February of 1776, colonial leaders were discussing the possibility of forming foreign alliances and began to draft the Model Treaty that would serve as a basis for the 1778 alliance with France. Leaders for the cause of independence wanted to make certain that they had sufficient congressional support before they would bring the issue to the vote. On June 7, 1776, Richard Henry Lee introduced a motion in Congress to declare independence. Other members of Congress were amenable but thought some colonies not quite ready. However, Congress did form a committee to draft a declaration of independence and assigned this duty to Thomas Jefferson.



Thomas Paine

Benjamin Franklin and John Adams reviewed Jefferson's draft. They preserved its original form, but struck passages likely to meet with controversy or skepticism, most notably passages blaming King George III for the transatlantic slave trade and those blaming the British people rather than their government. The committee presented the final draft before Congress on June 28, 1776, and Congress adopted the final text of the Declaration of Independence on July 4.

The British Government did its best to dismiss the Declaration as a trivial document issued by disgruntled colonists. British officials commissioned propagandists to highlight the declaration's flaws and to rebut the colonists' complaints. The Declaration divided British domestic opposition, as some American sympathizers thought the Declaration had gone too far, but in British-ruled Ireland it had many supporters.

The Declaration's most important diplomatic effect was to allow for recognition of the United States by friendly foreign governments. The Sultan of Morocco mentioned American ships in a consular document in 1777, but Congress had to wait until the 1778 Treaty of Alliance with France for a formal recognition of U.S. independence. The Netherlands acknowledged U.S. independence in 1782. Although Spain joined the war against Great Britain in 1779, it did not recognize U.S. independence until the 1783 Treaty of Paris. Under the terms of the treaty, which ended the War of the American Revolution, Great Britain officially acknowledged the United States as a sovereign and independent nation.

The Bill of Rights: A Transcription

 Print This Page

Note: The following text is a transcription of the enrolled original of the Joint Resolution of Congress proposing the Bill of Rights, which is on permanent display in the Rotunda at the National Archives Museum. The spelling and punctuation reflects the original.

On September 25, 1789, the First Congress of the United States proposed 12 amendments to the Constitution. The 1789 Joint Resolution of Congress proposing the amendments is on display in the Rotunda in the National Archives Museum. Ten of the proposed 12 amendments were ratified by three-fourths of the state legislatures on December 15, 1791. The ratified Articles (Articles 3–12) constitute the first 10 amendments of the Constitution, or the U.S. Bill of Rights. In 1992, 203 years after it was proposed, Article 2 was ratified as the 27th Amendment to the Constitution. Article 1 was never ratified.

Transcription of the 1789 Joint Resolution of Congress Proposing 12 Amendments to the U.S. Constitution

Congress of the United States begun and held at the City of New-York, on Wednesday the fourth of March, one thousand seven hundred and eighty nine.

THE Conventions of a number of the States, having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best ensure the beneficent ends of its institution.

RESOLVED by the Senate and House of Representatives of the United States of America, in Congress assembled, two thirds of both Houses concurring, that the following Articles be proposed to the Legislatures of the several States, as amendments to the Constitution of the United States, all, or any of which Articles, when ratified by three fourths of the said Legislatures, to be valid to all intents and purposes, as part of the said Constitution; viz.

ARTICLES in addition to, and Amendment of the Constitution of the United States of America, proposed by Congress, and ratified by the Legislatures of the several States, pursuant to the fifth Article of the original Constitution.

18

Article the first... After the first enumeration required by the first article of the Constitution, there shall be one Representative for every thirty thousand, until the number shall amount to one hundred, after which the proportion shall be so regulated by Congress, that there shall be not less than one hundred Representatives, nor less than one Representative for every forty thousand persons, until the number of Representatives shall amount to two hundred; after which the proportion shall be so regulated by Congress, that there shall not be less than two hundred Representatives, nor more than one Representative for every fifty thousand persons.

Article the second... No law, varying the compensation for the services of the Senators and Representatives, shall take effect, until an election of Representatives shall have intervened.

Article the third... Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Article the fourth... A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Article the fifth... No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Article the sixth... The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Article the seventh... No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Article the eighth... In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

Article the ninth... In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be

otherwise re-examined in any Court of the United States, than according to the rules of the common law.

Article the tenth... Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Article the eleventh... The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Article the twelfth... The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

ATTEST,

Frederick Augustus Muhlenberg, Speaker of the House of Representatives

John Adams, Vice-President of the United States, and President of the Senate

John Beckley, Clerk of the House of Representatives.

Sam. A Otis Secretary of the Senate

The U.S. Bill of Rights

Note: The following text is a transcription of the first ten amendments to the Constitution in their original form. These amendments were ratified December 15, 1791, and form what is known as the "Bill of Rights."

Amendment I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Amendment II

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Amendment III

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Amendment IV

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but

upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Amendment V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Amendment VI

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

Amendment VII

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

Amendment VIII

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Amendment IX

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Amendment X

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

Note: The capitalization and punctuation in this version is from the enrolled original of the Joint Resolution

of Congress proposing the Bill of Rights, which is on permanent display in the Rotunda of the National Archives Building, Washington, D.C.

Preamble to the Declaration of Independence

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed.

Preamble to the United States Constitution

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

Judicial Conduct & Disability

Under the Judicial Conduct and Disability Act and the Rules for Judicial-Conduct and Judicial-Disability Proceedings, anyone can file a complaint alleging a federal judge has committed misconduct or has a disability.

The Judicial Conduct and Disability Act of 1980 (<https://www.law.cornell.edu/uscode/text/28/part-I/chapter-16>), 28 U.S.C. §§ 351–364, establishes a process by which any person can file a complaint alleging a federal judge has engaged in “conduct prejudicial to the effective and expeditious administration of the business of the courts” or has become, by reason of a mental or physical disability, “unable to discharge all the duties” of the judicial office.

The Rules for Judicial-Conduct and Judicial-Disability Proceedings (</file/25751/download>) (pdf), as amended on March 12, 2019, provide mandatory and nationally uniform provisions governing the substantive and procedural aspects of judicial conduct and disability proceedings under the Judicial Conduct and Disability Act.

The judicial conduct and disability review process cannot be used to challenge the correctness of a judge’s decision in a case. A judicial decision that is unfavorable to a litigant does not alone establish misconduct or a disability. An attorney can explain any rights you have as a litigant to seek review of a judicial decision.

For more information, please visit the following links:

- Frequently Asked Questions (</judges-judgeships/judicial-conduct-disability/faqs-filing-judicial-conduct-or-disability-complaint>) about filing a judicial conduct or disability complaint against a federal judge
- Graphical Overview (</file/19776/download>) (pdf) of the process for filing a judicial conduct or disability complaint against a federal judge
- Table S-22 ([statistics-reports/caseload-statistics-data-tables?tn&pn=All&t=687&m%5Bvalue%5D%5Bmonth%5D=&y%5Bvalue%5D%5Byear%5D=](/statistics-reports/caseload-statistics-data-tables?tn&pn=All&t=687&m%5Bvalue%5D%5Bmonth%5D=&y%5Bvalue%5D%5Byear%5D=)) for yearly statistics regarding judicial conduct and disability complaints against federal judges and actions taken under the Judicial Conduct and Disability Act of 1980

Court Resources

A judicial conduct or disability complaint against a federal judge must be filed in the appropriate court office, as described in Rule 7 of the Rules for Judicial-Conduct and Judicial-Disability

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Proceedings. Please visit the website of the appropriate court office for additional information.

- First Circuit (<http://www.ca1.uscourts.gov/judicial-conduct-disability>) (Maine, Massachusetts, New Hampshire, Rhode Island, Puerto Rico)
- Second Circuit (http://www.ca2.uscourts.gov/judges/judicial_conduct.html) (Connecticut, New York, Vermont)
- Third Circuit (<http://www.ca3.uscourts.gov/judicial-conduct-and-disability>) (Delaware, New Jersey, Pennsylvania, Virgin Islands)
- Fourth Circuit (<http://www.ca4.uscourts.gov/rules-and-procedures/judicial-conduct-disability>) (Maryland, North Carolina, South Carolina, Virginia, West Virginia)
- Fifth Circuit (<http://www.ca5.uscourts.gov/JudicialMisconduct.aspx>) (Louisiana, Mississippi, Texas)
- Sixth Circuit (<http://www.ca6.uscourts.gov/judicial-complaints>) (Kentucky, Michigan, Ohio, Tennessee)
- Seventh Circuit (<http://www.ca7.uscourts.gov/judicial-conduct/judicial-conduct.htm>) (Illinois, Indiana, Wisconsin)
- Eighth Circuit (<http://www.ca8.uscourts.gov/judicial-conduct-disability>) (Arkansas, Iowa, Minnesota, Missouri, Nebraska, North Dakota, South Dakota)
- Ninth Circuit (<https://www.ca9.uscourts.gov/misconduct/guidelines/>) (Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Washington, Guam, Northern Mariana Islands)
- Tenth Circuit (<https://www.ca10.uscourts.gov/ce/misconduct>) (Colorado, Kansas, New Mexico, Oklahoma, Utah, Wyoming)
- Eleventh Circuit (<http://www.ca11.uscourts.gov/judicial-conduct-disability>) (Alabama, Florida, Georgia)
- District of Columbia Circuit (<http://www.cadc.uscourts.gov/internet/home.nsf/Content/Judicial%20Misconduct>) (District of Columbia)
- Federal Circuit (<http://www.cafc.uscourts.gov/judicial-reports>)
- Court of International Trade (<https://www.cit.uscourts.gov/judicial-ethics>)
- Court of Federal Claims (http://www.uscfc.uscourts.gov/Judicial_Misconduct)

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The Constitution of the United States: A Transcription

Print This Page

Note: The following text is a transcription of the Constitution as it was inscribed by Jacob Shallus on parchment (the document on display in the Rotunda at the National Archives Museum.) The spelling and punctuation reflect the original.

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

Article. I.

Section. 1.

All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Section. 2.

The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

No Person shall be a Representative who shall not have attained to the Age of twenty five Years, and been seven Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State in which he shall be chosen.

Representatives and direct Taxes shall be apportioned among the several States which may be

included within this Union, according to their respective Numbers, which shall be determined by adding to the whole Number of free Persons, including those bound to Service for a Term of Years, and excluding Indians not taxed, three fifths of all other Persons. The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct. The Number of Representatives shall not exceed one for every thirty Thousand, but each State shall have at Least one Representative; and until such enumeration shall be made, the State of New Hampshire shall be entitled to chuse three, Massachusetts eight, Rhode-Island and Providence Plantations one, Connecticut five, New-York six, New Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

When vacancies happen in the Representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such Vacancies.

The House of Representatives shall chuse their Speaker and other Officers; and shall have the sole Power of Impeachment.

Section. 3.

The Senate of the United States shall be composed of two Senators from each State, chosen by the Legislature thereof, for six Years; and each Senator shall have one Vote.

Immediately after they shall be assembled in Consequence of the first Election, they shall be divided as equally as may be into three Classes. The Seats of the Senators of the first Class shall be vacated at the Expiration of the second Year, of the second Class at the Expiration of the fourth Year, and of the third Class at the Expiration of the sixth Year, so that one third may be chosen every second Year; and if Vacancies happen by Resignation, or otherwise, during the Recess of the Legislature of any State, the Executive thereof may make temporary Appointments until the next Meeting of the Legislature, which shall then fill such Vacancies.

No Person shall be a Senator who shall not have attained to the Age of thirty Years, and been nine Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State for which he shall be chosen.

The Vice President of the United States shall be President of the Senate, but shall have no Vote, unless they be equally divided.

The Senate shall chuse their other Officers, and also a President pro tempore, in the Absence of the Vice President, or when he shall exercise the Office of President of the United States.

The Senate shall have the sole Power to try all Impeachments. When sitting for that Purpose, they shall be on Oath or Affirmation. When the President of the United States is tried, the Chief Justice shall preside: And no Person shall be convicted without the Concurrence of two thirds of the Members present.

Judgment in Cases of Impeachment shall not extend further than to removal from Office, and disqualification to hold and enjoy any Office of honor, Trust or Profit under the United States; but the Party convicted shall nevertheless be liable and subject to Indictment, Trial, Judgment and Punishment, according to Law.

Section. 4.

The Times, Places and Manner of holding Elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by Law make or alter such Regulations, except as to the Places of chusing Senators.

The Congress shall assemble at least once in every Year, and such Meeting shall be on the first Monday in December, unless they shall by Law appoint a different Day.

Section. 5.

Each House shall be the Judge of the Elections, Returns and Qualifications of its own Members, and a Majority of each shall constitute a Quorum to do Business; but a smaller Number may adjourn from day to day, and may be authorized to compel the Attendance of absent Members, in such Manner, and under such Penalties as each House may provide.

Each House may determine the Rules of its Proceedings, punish its Members for disorderly Behaviour, and, with the Concurrence of two thirds, expel a Member.

Each House shall keep a Journal of its Proceedings, and from time to time publish the same, excepting such Parts as may in their Judgment require Secrecy; and the Yeas and Nays of the Members of either House on any question shall, at the Desire of one fifth of those Present, be entered on the Journal.

Neither House, during the Session of Congress, shall, without the Consent of the other, adjourn for more than three days, nor to any other Place than that in which the two Houses shall be sitting.

Section. 6.

The Senators and Representatives shall receive a Compensation for their Services, to be ascertained by Law, and paid out of the Treasury of the United States. They shall in all Cases, except Treason, Felony and Breach of the Peace, be privileged from Arrest during their Attendance at the Session of their respective Houses, and in going to and returning from the same; and for any Speech or Debate in either House, they shall not be questioned in any other Place.

No Senator or Representative shall, during the Time for which he was elected, be appointed to any civil Office under the Authority of the United States, which shall have been created, or the

Emoluments whereof shall have been encreased during such time; and no Person holding any Office under the United States, shall be a Member of either House during his Continuance in Office.

Section. 7.

All Bills for raising Revenue shall originate in the House of Representatives; but the Senate may propose or concur with Amendments as on other Bills.

Every Bill which shall have passed the House of Representatives and the Senate, shall, before it become a Law, be presented to the President of the United States; If he approve he shall sign it, but if not he shall return it, with his Objections to that House in which it shall have originated, who shall enter the Objections at large on their Journal, and proceed to reconsider it. If after such Reconsideration two thirds of that House shall agree to pass the Bill, it shall be sent, together with the Objections, to the other House, by which it shall likewise be reconsidered, and if approved by two thirds of that House, it shall become a Law. But in all such Cases the Votes of both Houses shall be determined by yeas and Nays, and the Names of the Persons voting for and against the Bill shall be entered on the Journal of each House respectively. If any Bill shall not be returned by the President within ten Days (Sundays excepted) after it shall have been presented to him, the Same shall be a Law, in like Manner as if he had signed it, unless the Congress by their Adjournment prevent its Return, in which Case it shall not be a Law.

Every Order, Resolution, or Vote to which the Concurrence of the Senate and House of Representatives may be necessary (except on a question of Adjournment) shall be presented to the President of the United States; and before the Same shall take Effect, shall be approved by him, or being disapproved by him, shall be repassed by two thirds of the Senate and House of Representatives, according to the Rules and Limitations prescribed in the Case of a Bill.

Section. 8.

The Congress shall have Power To lay and collect Taxes, Duties, Imposts and Excises, to pay the Debts and provide for the common Defence and general Welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;

To borrow Money on the credit of the United States;

To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes;

To establish an uniform Rule of Naturalization, and uniform Laws on the subject of Bankruptcies throughout the United States;

To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;

To provide for the Punishment of counterfeiting the Securities and current Coin of the United States;

To establish Post Offices and post Roads;

To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries;

To constitute Tribunals inferior to the supreme Court;

To define and punish Piracies and Felonies committed on the high Seas, and Offences against the Law of Nations;

To declare War, grant Letters of Marque and Reprisal, and make Rules concerning Captures on Land and Water;

To raise and support Armies, but no Appropriation of Money to that Use shall be for a longer Term than two Years;

To provide and maintain a Navy;

To make Rules for the Government and Regulation of the land and naval Forces;

To provide for calling forth the Militia to execute the Laws of the Union, suppress Insurrections and repel Invasions;

To provide for organizing, arming, and disciplining, the Militia, and for governing such Part of them as may be employed in the Service of the United States, reserving to the States respectively, the Appointment of the Officers, and the Authority of training the Militia according to the discipline prescribed by Congress;

To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of the Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings;—And

To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof.

Section. 9.

The Migration or Importation of such Persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the Year one thousand eight hundred and eight, but a Tax or duty may be imposed on such Importation, not exceeding ten dollars for each Person.

The Privilege of the Writ of Habeas Corpus shall not be suspended, unless when in Cases of Rebellion or Invasion the public Safety may require it.

No Bill of Attainder or ex post facto Law shall be passed.

No Capitation, or other direct, Tax shall be laid, unless in Proportion to the Census or enumeration herein before directed to be taken.

No Tax or Duty shall be laid on Articles exported from any State.

No Preference shall be given by any Regulation of Commerce or Revenue to the Ports of one State over those of another: nor shall Vessels bound to, or from, one State, be obliged to enter, clear, or pay Duties in another.

No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law; and a regular Statement and Account of the Receipts and Expenditures of all public Money shall be published from time to time.

No Title of Nobility shall be granted by the United States: And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.

Section. 10.

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing it's inspection Laws: and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Controul of the Congress.

No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

Article. II.

Section. 1.

The executive Power shall be vested in a President of the United States of America. He shall hold his Office during the Term of four Years, and, together with the Vice President, chosen for the same Term, be elected, as follows

Each State shall appoint, in such Manner as the Legislature thereof may direct, a Number of Electors, equal to the whole Number of Senators and Representatives to which the State may be entitled in the Congress: but no Senator or Representative, or Person holding an Office of Trust or Profit under the United States, shall be appointed an Elector.

The Electors shall meet in their respective States, and vote by Ballot for two Persons, of whom one at least shall not be an Inhabitant of the same State with themselves. And they shall make a List of all the Persons voted for, and of the Number of Votes for each; which List they shall sign and certify, and transmit sealed to the Seat of the Government of the United States, directed to the President of the Senate. The President of the Senate shall, in the Presence of the Senate and House of Representatives, open all the Certificates, and the Votes shall then be counted. The Person having the greatest Number of Votes shall be the President, if such Number be a Majority of the whole Number of Electors appointed; and if there be more than one who have such Majority, and have an equal Number of Votes, then the House of Representatives shall immediately chuse by Ballot one of them for President; and if no Person have a Majority, then from the five highest on the List the said House shall in like Manner chuse the President. But in chusing the President, the Votes shall be taken by States, the Representation from each State having one Vote; A quorum for this Purpose shall consist of a Member or Members from two thirds of the States, and a Majority of all the States shall be necessary to a Choice. In every Case, after the Choice of the President, the Person having the greatest Number of Votes of the Electors shall be the Vice President. But if there should remain two or more who have equal Votes, the Senate shall chuse from them by Ballot the Vice President.

The Congress may determine the Time of chusing the Electors, and the Day on which they shall give their Votes; which Day shall be the same throughout the United States.

No Person except a natural born Citizen, or a Citizen of the United States, at the time of the Adoption of this Constitution, shall be eligible to the Office of President; neither shall any Person be eligible to that Office who shall not have attained to the Age of thirty five Years, and been fourteen Years a Resident within the United States.

In Case of the Removal of the President from Office, or of his Death, Resignation, or Inability to discharge the Powers and Duties of the said Office, the Same shall devolve on the Vice President, and the Congress may by Law provide for the Case of Removal, Death, Resignation or Inability, both of the President and Vice President, declaring what Officer shall then act as President, and such Officer shall act accordingly, until the Disability be removed, or a President shall be elected.

The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be encreased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.

Before he enter on the Execution of his Office, he shall take the following Oath or Affirmation:—"I do solemnly swear (or affirm) that I will faithfully execute the Office of President of the United States, and will to the best of my Ability, preserve, protect and defend the Constitution of the United States."

Section. 2.

The President shall be Commander in Chief of the Army and Navy of the United States, and of the Militia of the several States, when called into the actual Service of the United States; he may require the Opinion, in writing, of the principal Officer in each of the executive Departments, upon any Subject relating to the Duties of their respective Offices, and he shall have Power to grant Reprieves and Pardons for Offences against the United States, except in Cases of Impeachment.

He shall have Power, by and with the Advice and Consent of the Senate, to make Treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the Advice and Consent of the Senate, shall appoint Ambassadors, other public Ministers and Consuls, Judges of the supreme Court, and all other Officers of the United States, whose Appointments are not herein otherwise provided for, and which shall be established by Law: but the Congress may by Law vest the Appointment of such inferior Officers, as they think proper, in the President alone, in the Courts of Law, or in the Heads of Departments.

The President shall have Power to fill up all Vacancies that may happen during the Recess of the Senate, by granting Commissions which shall expire at the End of their next Session.

Section. 3.

He shall from time to time give to the Congress Information of the State of the Union, and recommend to their Consideration such Measures as he shall judge necessary and expedient; he may, on extraordinary Occasions, convene both Houses, or either of them, and in Case of Disagreement between them, with Respect to the Time of Adjournment, he may adjourn them to such Time as he shall think proper; he shall receive Ambassadors and other public Ministers; he shall take Care that the Laws be faithfully executed, and shall Commission all the Officers of the United States.

Section. 4.

The President, Vice President and all civil Officers of the United States, shall be removed from

Office on Impeachment for, and Conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.

Article. III.

Section. 1.

The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour, and shall, at stated Times, receive for their Services, a Compensation, which shall not be diminished during their Continuance in Office.

Section. 2.

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;— between a State and Citizens of another State,—between Citizens of different States,—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

In all Cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

The Trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed.

Section. 3.

Treason against the United States, shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of Treason unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

The Congress shall have Power to declare the Punishment of Treason, but no Attainder of Treason shall work Corruption of Blood, or Forfeiture except during the Life of the Person

attainted.

Article. IV.

Section. 1.

Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

Section. 2.

The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States.

A Person charged in any State with Treason, Felony, or other Crime, who shall flee from Justice, and be found in another State, shall on Demand of the executive Authority of the State from which he fled, be delivered up, to be removed to the State having Jurisdiction of the Crime.

No Person held to Service or Labour in one State, under the Laws thereof, escaping into another, shall, in Consequence of any Law or Regulation therein, be discharged from such Service or Labour, but shall be delivered up on Claim of the Party to whom such Service or Labour may be due.

Section. 3.

New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the Jurisdiction of any other State; nor any State be formed by the Junction of two or more States, or Parts of States, without the Consent of the Legislatures of the States concerned as well as of the Congress.

The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State.

Section. 4.

The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened) against domestic Violence.

Article. V.

The Congress, whenever two thirds of both Houses shall deem it necessary, shall propose Amendments to this Constitution, or, on the Application of the Legislatures of two thirds of the several States, shall call a Convention for proposing Amendments, which, in either Case, shall be valid to all Intents and Purposes, as Part of this Constitution, when ratified by the Legislatures of three fourths of the several States, or by Conventions in three fourths thereof, as the one or the other Mode of Ratification may be proposed by the Congress; Provided that no Amendment which may be made prior to the Year One thousand eight hundred and eight shall in any Manner affect the first and fourth Clauses in the Ninth Section of the first Article; and that no State, without its Consent, shall be deprived of its equal Suffrage in the Senate.

Article. VI.

All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States.

Article. VII.

The Ratification of the Conventions of nine States, shall be sufficient for the Establishment of this Constitution between the States so ratifying the Same.

The Word, "the," being interlined between the seventh and eighth Lines of the first Page, The Word "Thirty" being partly written on an Erasure in the fifteenth Line of the first Page, The Words "is tried" being interlined between the thirty second and thirty third Lines of the first Page and the Word "the" being interlined between the forty third and forty fourth Lines of the second Page.

Attest William Jackson Secretary

done in Convention by the Unanimous Consent of the States present the Seventeenth Day of September in the Year of our Lord one thousand seven hundred and Eighty seven and of the Independance of the United States of America the Twelfth In witness whereof We have hereunto subscribed our Names,

G°. Washington

Presidt and deputy from Virginia

Delaware

Geo: Read

Gunning Bedford jun

John Dickinson

Richard Bassett

Jaco: Broom

Maryland

James McHenry

Dan of St Thos. Jenifer

Danl. Carroll

Virginia

John Blair

James Madison Jr.

North Carolina

Wm. Blount

Richd. Dobbs Spaight

Hu Williamson

South Carolina

J. Rutledge

Charles Cotesworth Pinckney

Charles Pinckney

Pierce Butler

Georgia

William Few
Abr Baldwin

New Hampshire

John Langdon
Nicholas Gilman

Massachusetts

Nathaniel Gorham
Rufus King

Connecticut

Wm. Saml. Johnson
Roger Sherman

New York

Alexander Hamilton

New Jersey

Wil: Livingston
David Brearley
Wm. Paterson
Jona: Dayton

Pennsylvania

B Franklin
Thomas Mifflin
Robt. Morris
Geo. Clymer
Thos. FitzSimons
Jared Ingersoll
James Wilson
Gouv Morris

For biographies of the non-signing delegates to the Constitutional Convention, see the Founding Fathers page.

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The U.S. National Archives and Records Administration

1-86-NARA-NARA or 1-866-272-6272

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...Our Government

The Constitution



The Constitution of the United States of America is the supreme law of the United States. Empowered with the sovereign authority of the people by the framers and the consent of the legislatures of the States, it is the source of all government powers and provides important limitations on the government that protect the fundamental rights of United States citizens.

“

We the People of the United States, in Order to form a more perfect Union, establish Justice, ensure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.”

Why a Constitution?

The need for the Constitution grew out of problems with the Articles of Confederation, which established a “firm league of friendship” between the States, and vested most power in a Congress of the Confederation. This power was, however, extremely limited—the central government conducted diplomacy and made war, set weights and measures, and was the final arbiter of disputes between the states. Crucially, it could not raise any funds itself, and was entirely dependent on the states themselves for the money necessary to operate. Each State sent a delegation of between two and seven members to the Congress, and they voted as a bloc with each State getting one vote. But any decision of consequence required a unanimous vote, which led to a government that was paralyzed and ineffectual.

A movement to reform the Articles began, and invitations to attend a convention in Philadelphia to discuss changes to the Articles were sent to the State legislatures in 1787. In May of that year, delegates from 12 of the 13 states (Rhode Island sent no representatives) convened in Philadelphia to begin the work of redesigning government. The delegates to the Constitutional Convention quickly began work on drafting a new Constitution for the United States.

The Constitutional Convention

A chief aim of the Constitution as drafted by the Convention was to create a government with enough power to act on a national level, but without so much power that fundamental rights would be at risk. One way that this was accomplished was to separate the power of government into three branches, and then to include checks and balances on those powers to assure that no one branch of government gained supremacy. This concern arose largely out of the experience that the delegates had with the King of England and his powerful Parliament. The powers of each branch are enumerated in the Constitution, with powers not assigned to them reserved to the States.

Much of the debate, which was conducted in secret to ensure that delegates spoke their minds, focused on the form that the new legislature would take. Two plans competed to become the new government: the Virginia Plan, which apportioned representation based on the population of each State, and the New Jersey plan, which gave each State an equal vote in Congress. The Virginia Plan was supported by the larger states, and the New Jersey plan preferred by the smaller. In the end, they settled on the Great Compromise (sometimes called the Connecticut Compromise), in which the House of Representatives would represent the people as apportioned by population; the Senate would represent the States apportioned equally; and the President would be elected by the Electoral College. The plan also called for an independent judiciary.

The founders also took pains to establish the relationship between the States. States are required to give “full faith and credit” to the laws, records, contracts, and judicial proceedings of the other States, although Congress may regulate the manner in which the States share records, and define the scope of this clause. States are barred from discriminating against citizens of other States in any way, and cannot enact tariffs against one another. States must also extradite those accused of crimes to other states for trial.

The founders also specified a process by which the Constitution may be amended, and since its ratification, the Constitution has been amended 27 times. In order to prevent arbitrary changes, the process for making amendments is quite onerous. An amendment may be proposed by a two-thirds vote of both Houses of Congress, or, if two-thirds of the States request one, by a convention called for that purpose. The amendment must then be ratified by three-fourths of the State legislatures, or three-fourths of conventions called in each State for ratification. In modern times, amendments have traditionally specified a timeframe in which this must be accomplished, usually a period of several years. Additionally, the Constitution specifies that no amendment can deny a State equal representation in the Senate without that State’s consent.

With the details and language of the Constitution decided, the Convention got down to the work of actually setting the Constitution to paper. It is written in the hand of a delegate from Pennsylvania, Gouverneur Morris, whose job allowed him some reign over the actual punctuation of a few clauses in the Constitution. He is also credited with the famous preamble, quoted at the top of this page. On September 17, 1787, 39 of the 55 delegates signed the new document, with many of those who refused to sign objecting to the lack of a bill of rights. At least one delegate refused to sign because the Constitution codified and protected slavery and the slave trade.

Ratification

The process set out in the Constitution for its ratification provided for much popular debate in the States. The Constitution would take effect once it had been ratified by nine of the thirteen State legislatures; unanimity was not required. During the debate over the Constitution, two factions emerged: the Federalists, who supported adoption, and the Anti-Federalists, who opposed it.

James Madison, Alexander Hamilton, and John Jay set out an eloquent defense of the new Constitution in what came to be called the Federalist Papers. Published anonymously in the newspapers *The Independent Journal* and *The New York Packet* under the name Publius between October 1787 and August 1788, the 85 articles that comprise the Federalist Papers remain to this day an invaluable resource for understanding some of the framers' intentions for the Constitution. The most famous of the articles are No. 10, which warns of the dangers of factions and advocates a large republic, and No. 51, which explains the structure of the Constitution, its checks and balances, and how it protects the rights of the people.

The States proceeded to begin ratification, with some debating more intensely than others. Delaware was the first State to ratify, on December 7, 1787. After New Hampshire became the ninth State to ratify, on June 22, 1788, the Confederation Congress established March 9, 1789, as the date to begin operating under the Constitution. By this time, all the States except North Carolina and Rhode Island had ratified—the Ocean State was the last to ratify on May 29, 1790.

The Bill of Rights

One of the principal points of contention between the Federalists and Anti-Federalists was the lack of an enumeration of basic civil rights in the Constitution. Many Federalists argued, as in Federalist No. 84, that the people surrendered no rights in adopting the Constitution. In several States, however, the ratification debate in some states hinged on the adoption of a bill of rights. The solution was known as the Massachusetts Compromise, in which four States ratified the Constitution but at the

same time sent recommendations for amendments to the Congress.

James Madison introduced 12 amendments to the First Congress in 1789. Ten of these would go on to become what we now consider to be the Bill of Rights. One was never passed, while another dealing with Congressional salaries was not ratified until 1992, when it became the 27th Amendment. Based on the Virginia Declaration of Rights, the English Bill of Rights, the writings of the Enlightenment, and the rights defined in the Magna Carta, the Bill of Rights contains rights that many today consider to be fundamental to America.

The First Amendment provides that Congress make no law respecting an establishment of religion or prohibiting its free exercise. It protects freedom of speech, the press, assembly, and the right to petition the Government for a redress of grievances.

The Second Amendment gives citizens the right to bear arms.

The Third Amendment prohibits the government from quartering troops in private homes, a major grievance during the American Revolution.

The Fourth Amendment protects citizens from unreasonable search and seizure. The government may not conduct any searches without a warrant, and such warrants must be issued by a judge and based on probable cause.

The Fifth Amendment provides that citizens not be subject to criminal prosecution and punishment without due process. Citizens may not be tried on the same set of facts twice and are protected from self-incrimination (the right to remain silent). The amendment also establishes the power of eminent domain, ensuring that private property is not seized for public use without just compensation.

The Sixth Amendment assures the right to a speedy trial by a jury of one's peers, to be informed of the crimes with which one is charged, and to confront the witnesses

brought forward by the government. The amendment also provides the accused the right to compel testimony from witnesses, as well as the right to legal representation.

The Seventh Amendment provides that civil cases preserve the right to trial by jury.

The Eighth Amendment prohibits excessive bail, excessive fines, and cruel and unusual punishments.

The Ninth Amendment states that the list of rights enumerated in the Constitution is not exhaustive, and that the people retain all rights not enumerated.

The Tenth Amendment assigns all powers not delegated to the United States, or prohibited to the States, to either the States or to the people.

Learn more about the Constitution [🔗](#).

The White House

President Donald J. Trump

Vice President Mike Pence

First Lady Melania Trump

Mrs. Karen Pence

The Cabinet

Administration Accomplishments

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Economy & Jobs

Council of Economic Advisers



Budget & Spending

Education

Immigration

National Security & Defense

Healthcare

Council of Environmental Quality

National Security Council

Office of Management and Budget

Office of National Drug Control Policy

Office of Science and Technology Policy

From: team@childrenshealthdefense.org,

To: we4the4people@aol.com,

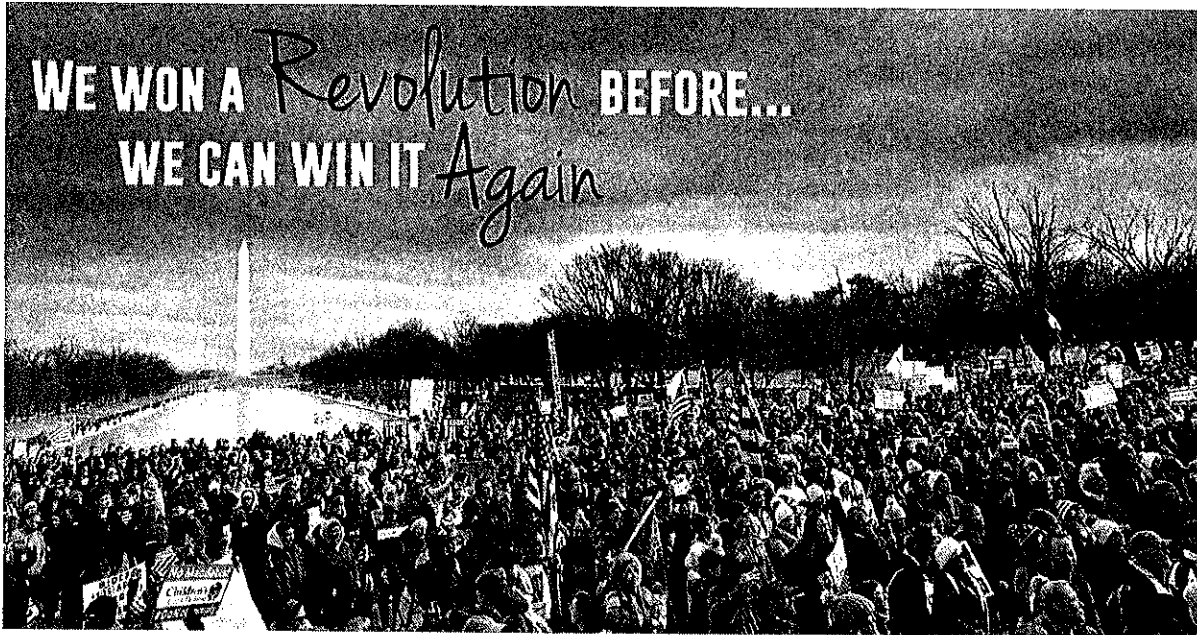
Subject: We have a once-in-a-generation opportunity

Date: Sat, Dec 31, 2022 12:40 pm

E-Scan / VCC CEC Bot

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Children's Health Defense



Dear Kimberlee,

The last three years will go down in history as a time when the medical-industrial-complex mounted a war against our children, closing schools, masking and isolating kids . . . and most recently, *authorizing COVID bivalent vaccines for babies as young as 6 months old, with zero data for this age group.*

Despite these disasters, 2022 will go down in history as a year of unprecedented growth for the medical freedom movement.

We have the momentum now to take back our country, reclaim our freedom, and protect our children.

Please make a generous year-end tax-deductible donation today to help us make 2023 the breakthrough year for the medical freedom movement.

Throughout the pandemic, mainstream and legacy media have devolved into the servile scribes of Big Pharma and its captive public health agencies.

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That fact makes this recent New York Times headline — “*Opposition to School Vaccine Mandates Has Grown Significantly, Study Finds*” — all the more extraordinary.

Beneath the headline, The Times wrote: “*A third of parents now feel they should be the ones to decide whether to get their children immunized against measles, mumps and other childhood diseases.*”

This reporting represents a staggering break from The Times’ mindless and consistent parroting of the “safe and effective” narrative ... and its relentless vilification of anyone who dares question the official orthodoxy.

It also shows that we are winning in the court of public opinion.

It’s shameful that it took hundreds of thousands of injuries and deaths from vaccines that never should have been released into the market — much less mandated — to shine a long-overdue light on the issue of vaccine safety.

But thanks to your support of our work in the arenas of law, science, public education and advocacy, we’ve created new opportunities to protect America’s children.

For the first time since this COVID vaccine nightmare began, there are clear signs that the medical cartel’s propaganda offensive is crumbling.

In 2022, the courts ruled against President Biden’s draconian mandate for federal workers.

They ruled against Pfizer and the FDA’s attempt to hide critical documents from the public.

They ruled against the Washington, D.C. school district’s plan to vaccinate kids as young as 11 without parental consent.

And just this month, Congress passed a bill that struck down the COVID vaccine mandate for members of the U.S. Armed Forces.

As we near the end of 2022, we deserve to celebrate these victories, each one born of dogged determination and raw courage in the face of unprecedented intimidation.

However, as we look to a new year, we see a steep hill.

Because as we grow stronger, the industrial-medical-biosecurity complex is upping the ante with ever-more sophisticated surveillance infrastructure and new ways to obliterate dissent.

Our adversaries are ruthless, craven, and relentless . . . they've turned this decades-long battle for medical freedom into a battle for the soul of our democracy.

But I know we can win this fight.

We had a revolution once in this country that nobody believed we could win.

We have another one now, and with your support, we're going to win it.

Please make a generous year-end tax-deductible donation today to help us make 2023 the breakthrough year for the medical freedom movement.

For our children's future,



Robert F. Kennedy, Jr.

Chairman, Children's Health Defense

P.S. We have a once-in-a-generation opportunity to reform the dangerous and deadly relationship between government and Big Pharma. Please support our work with a generous year-end donation today. Thank you

Children's Health Defense
852 Franklin Ave., Suite 511
Franklin Lakes, New Jersey 07417
[Contact Us](#)

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Right to Know Hazardous Substance Fact Sheet

Common Name: **SULFUR**

Synonyms: Brimstone; Colloidal Sulfur; Molten Sulfur

Chemical Name: Sulfur

Date: August 2002 Revision: April 2011

CAS Number: 7704-34-9

RTK Substance Number: 1757

DOT Number: UN 1350
UN 2448 (Molten)

Description and Use

Sulfur is a pale yellow, crystalline (sand-like) solid that is odorless when pure or may have a faint "rotten egg" odor. **Sulfur** is often transported in a *molten* state that is an amber-colored liquid. It is used in making *Sulfuric Acid*, rubbers, detergents, fungicides and fertilizers, and in petroleum refining.

Reasons for Citation

- **Sulfur** is on the Right to Know Hazardous Substance List because it is cited by DOT and NFPA.

SEE GLOSSARY ON PAGE 5.

FIRST AID

Eye Contact

- Immediately flush with large amounts of water for at least 15 minutes, lifting upper and lower lids. Remove contact lenses, if worn, while flushing. Seek medical attention.

Skin Contact

- Quickly remove contaminated clothing. Immediately wash contaminated skin with large amounts of soap and water.

Inhalation

- Remove the person from exposure.
- Begin rescue breathing (using universal precautions) if breathing has stopped and CPR if heart action has stopped.
- Transfer promptly to a medical facility.

EMERGENCY NUMBERS

Poison Control: 1-800-222-1222

CHEMTREC: 1-800-424-9300

NJDEP Hotline: 1-877-927-6337

National Response Center: 1-800-424-8802

EMERGENCY RESPONDERS >>>> SEE LAST PAGE

Hazard Summary

Hazard Rating	NJDOH	NFPA
HEALTH	-	2
FLAMMABILITY	-	1
REACTIVITY	-	0
FLAMMABLE (MOLTEN) COMBUSTIBLE POISONOUS GASES ARE PRODUCED IN FIRE CONTAINERS MAY EXPLODE IN FIRE		

Hazard Rating Key: 0=minimal; 1=slight; 2=moderate; 3=serious; 4=severe

- **Sulfur** can affect you when inhaled.
- Contact can severely irritate and burn the skin and eyes with possible eye damage.
- Inhaling **Sulfur** can irritate the nose, throat and lungs.
- Exposure to **Sulfur** can cause headache, nausea and vomiting.
- **Sulfur** may cause an asthma-like allergy.
- *Molten Sulfur* is FLAMMABLE and can release poisonous gases such as *Hydrogen Sulfide*.
- For more information, consult the Right to Know Hazardous Substance Fact Sheet on *HYDROGEN SULFIDE*.

Workplace Exposure Limits

The following exposure limits are for *Hydrogen Sulfide*:

NIOSH: The recommended airborne exposure limit (REL) is **10 ppm**, which should not be exceeded during any 10-minute work period.

ACGIH: The threshold limit value (TLV) is **1 ppm** averaged over an 8-hour workshift and **5 ppm** as a STEL (short-term exposure limit).

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This firm is working to control the climate. Should the world let it?

A balloon purchased on Amazon, a rogue experiment, and the ethics of dimming the sun

By [Shannon Osaka](#)

January 9, 2023 at 6:00 a.m. EST

In April 2022, in the Baja California region of Mexico near the Sea of Cortez, a man named Luke Iseman took a few grams of sulfur, lit it on fire and pumped the resulting gas into a six-foot helium balloon he bought on Amazon. Then he released the balloon into the bright sky, letting it sail. In the high atmosphere, he hoped, the balloon would burst and release sulfur dioxide particles — reflecting the sun's rays and microscopically cooling the Earth.

To some scientists, this move, first reported by MIT Technology Review, was a pointless stunt. To others, it marked the first-ever-recorded act of stratospheric solar geoengineering — a controversial technology that could blunt the Earth's rising temperatures.

Iseman is the founder and CEO of Make Sunsets — a two-person firm that plans several more test flights this month. His start-up has triggered the worst fears of researchers who have struggled for decades to establish ground rules for solar geoengineering. The technology has almost always been seen as a last resort to counter runaway warming. Make Sunsets is not only promising to deploy this break-the-glass approach *now* — but to sell it for profit.

Iseman, 39, acknowledges that he is, in many ways, a geoengineering novice. A former director of hardware for the start-up incubator Y Combinator, he got interested in the subject by reading Neal Stephenson's novel "Termination Shock." (The book features a rogue Texas oil billionaire who uses a gigantic gun to fire sulfur into the air.)

The idea of reflecting sunlight to curb climate change has been around almost as long as humanity has been worried about an overheated planet. The very first climate report given to a U.S. president — Lyndon B. Johnson, in 1965 — suggested brightening the oceans' surface, rather than curbing fossil fuel use.

Researchers have largely focused on the idea of injecting sulfur aerosols into the stratosphere, 12 miles into the air, to reflect sunlight and cool down the Earth. Nature does this already: After Mount Pinatubo in the Philippines erupted in 1991, sending 20 million tons of sulfur dioxide spewing into the atmosphere, global temperatures fell by about 1 degree Fahrenheit the following year.

Now, as temperatures around the world continue to rise, “stratospheric solar geoengineering,” as it’s called, is inching ahead. In 2021, the National Academies of Science released a report recommending that the United States “cautiously pursue” solar geoengineering research given the urgency of climate change. The White House is coordinating a five-year research plan. A major project at Harvard University to use balloons to test releasing sulfur particles in the atmosphere, SCoPEX, has been in the works for years.

Trying it out in the real world, however, remains contentious. In 2021, SCoPEX researchers planned to launch a balloon and gondola in Kiruna, Sweden — not to release any particles, but to test their instruments. They ultimately canceled the experiment in the face of public opposition from Indigenous and environmental groups.

Most scientists agree that even research into geoengineering — let alone actually releasing sulfur particles — should involve consulting local communities and governments. While the risks of small-scale releases are low, critics fear they could pave a path to larger ones that would affect agriculture and temperatures around the world in unpredictable ways.

Iseman, by his own account, conducted the balloon flight alone, without consulting any members of the public, a scientific team or local authorities in Mexico.

From a climate perspective, the project was probably harmless. The quantity of aerosols the company released was negligible: Iseman estimated that his balloon only dispersed “a few grams” of SO₂. The United States alone releases approximately 1.8 million tons of SO₂ every year, from factories, power plants, cars and other sources. (The balloon also didn’t include instruments to collect data; Iseman said he didn’t have any available, and it’s possible that the payload actually never made it to the stratosphere.)

But it also speaks to the allure and the strangeness of some types of geoengineering: Almost anyone can do it. More than a decade ago, Russ George, an American entrepreneur, dumped 100 tons of iron sulfate off a rented fishing boat and into the Pacific Ocean off the coast of Canada, trying to create an algal bloom that would absorb CO₂ from the atmosphere. Many policy experts and scientists criticized the move, and the Canadian government initially investigated him for illegal dumping. (George still defends his actions, saying that he had notified Canadian authorities in advance.)

Iseman said in a video interview with The Washington Post that he was frustrated by delays to other projects, and wanted to know if the process was as simple as he imagined. “It was mainly to see that I could do it.”

“This field is not moving forward,” he added. “We’re the guys willing to go out on a limb.”

Some experts worry that the new company could set a dangerous precedent. Jesse Reynolds, an expert in solar geoengineering governance and law, pointed to the Oxford Principles for Geoengineering, a set of guidelines for research into the field that include public engagement, independent assessment of possible impacts and more.

“I looked at the five Oxford principles and they’re acting in a way that’s consistent with none of them,” Reynolds said. While it’s unlikely that the company is currently breaking any laws — due largely, he said, to the minuscule scale that it’s currently operating on — he worries that it could erode the careful norms around a new technology that have taken decades to establish.

"This is something where decisions should be made by governments, informed by the broader public," Reynolds said.

Iseman argued that his work is critical, given the current state of the planet. Before starting the company, he said, he was depressed by what's happening with the climate and how slow humanity has been to act to cut emissions. "Every day that we don't inject sulfur dioxide into the stratosphere as responsibly as the state of the science will let us and as much as we can economically, species are needlessly going extinct and people are dying," he said.

To pay for the company's operations, according to Iseman and his co-founder, Andrew Song, Make Sunsets will sell "cooling credits" on the theory that a single gram of sulfur dioxide, released into the stratosphere, lowers global temperatures equal to keeping a ton of carbon dioxide out of the atmosphere for a year. Their website already provides an option to spend \$10 to buy a single "cooling credit" worth a gram of SO₂.

Under this business model, Iseman said, Make Sunsets has raised \$750,000 from investors including Boost VC and Pioneer Fund. Boost VC confirmed in an email that it has supported the venture with \$500,000; Pioneer Fund did not respond to a request for comment but lists the company in its online portfolio.

Several experts, including David Keith, a Harvard University professor and a lead researcher for the SCoPEX project, question the idea of selling such offsets. As a rough estimate, Keith said, one gram of SO₂ offsets the warming effect of one ton of CO₂. But sulfur dioxide decays in the atmosphere, only remaining for a year or two. Carbon dioxide, on the other hand, remains in the atmosphere for hundreds of years. If a person emitted a ton of carbon dioxide in 2023, therefore, they would have to continue paying Make Sunsets \$10 a year to offset the warming of that ton for centuries.

The offsets' low price, Keith said, could inspire people to buy them rather than cut emissions or remove CO₂ from the atmosphere. If buyers rushed in, he added, so much sulfur dioxide could be released that it could lead global temperatures to plummet, or devalue a market that now funds projects protecting rainforests or storing CO₂ deep underground.

"Solar geoengineering appears to be so cheap that if you ever connected those markets, you would either freeze the planet — or destroy the legitimate market for cutting emissions," he said.

And reflecting sunlight, of course, does not actually remove carbon dioxide from the atmosphere. It can help curb temperatures, but it doesn't address other effects of high carbon dioxide emissions, such as ocean acidification.

Iseman said he supports removing carbon dioxide from the atmosphere, and his company's credits could be "bundled" with other forms of carbon offsets. "What I want people to do is pay \$20 per ton, and I want that to consist of carbon dioxide removal and us," he said.

Right now, not many people seem tempted. Apart from their early investors, Song said, Make Sunsets had 17 or 18 orders for cooling credits as of early January.

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operation got much larger, they said, governments and local authorities would likely intervene. But they worry that such operations could set back the pace of other research, or spark copycats who might try their own ventures.

Reynolds says it's a question of which values should rule in an era of rising temperatures and frustration: the start-up mentality or that of researchers and nations.

"This is the 'move fast and break things' worldview," he said.

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The Power of the Consent Agenda

Consent Agendas

The consent agenda is a tool used to streamline meeting procedures by collecting routine, non-controversial items into a group whereby all are passed with a single motion and vote. This method has grown in popularity in recent years and there are many variations on the theme to meet specific needs. In some meetings, the actual items to be placed on each consent agenda are selected by policy. In others, an agenda committee chooses the consent items.

The presiding officer announces the items on the consent agenda, asks if any item should be removed, then declares the consent agenda adopted unless there's objection. Commonly, no debate is allowed on the consent agenda or on any item included in it. In some organizations, the motion for adoption must receive unanimous approval.

Consent items may be read by title only in the body of a single consent agenda resolution. However, any director can have an item removed from the consent agenda for separate consideration. The remainder of the consent agenda can be voted on, omitting the challenged items.

Association Policy to Use Consent Agendas

The chairman, in consultation with the board of directors, may place items on the consent agenda. By using a consent agenda, the board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.

Consent items are those which usually do not require discussion or explanation prior to board action, are non-controversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of minutes, finances and reports.

An individual director for consideration may remove items from the consent agenda by a timely request of the chairman. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.

Consent agenda items are approved en masse by one vote of the board. The consent agenda items shall be separately recorded in the minutes.

Q: What is a "Consent Agenda" and how will it make our meetings go faster?

At every board meeting, at least a few items come to the agenda that do not need any discussion or debate either because they are routine procedures or are already unanimous consent. A consent agenda (Roberts Rules of Order calls it a consent calendar) allows the board to approve all these items together without discussion or individual motions. Depending upon the organization, this can free up anywhere from a few minutes to a half hour for more substantial discussion..

What belongs on the consent agenda?

Typical consent agenda items are routine, procedural decisions, and decisions that are likely to be noncontroversial. Examples include:

- Approval of the minutes;
- Final approval of proposals or reports that the board has been dealing with for some time and all members are familiar with the implications;
- Routine matters such as appointments to committees;
- Staff appointments requiring board confirmation;
- Reports provided for information only;
- Correspondence requiring no action.

How are consent items handled?

A consent agenda can only work if the reports, and other matters for the meeting agenda are known in advance and distributed with agenda package in sufficient time to be read by all members prior to the meeting. A typical procedure is as follows:

1. When preparing the meeting agenda, the president or chairperson determines whether an item belongs on the consent agenda.
2. The president prepares a numbered list of the consent items as part of, or as an attachment to the meeting agenda.
3. The list and supporting documents are included in the board's agenda package in sufficient time to be read by all members prior to the meeting.
4. At the beginning of the meeting, the chair asks members what items they wish to be removed from the consent agenda and discussed individually.
5. If any member requests that an item be removed from the consent agenda, it must be removed. Members may request that an item be removed for any reason. They may wish, for example, to discuss the item, to query the item, or to register a vote against the item.
6. Once it has been removed, the chair can decide whether to take up the matter immediately or place it on the regular meeting agenda.
7. When there are no more items to be removed, the chair or secretary reads out the numbers of the remaining consent items. Then the chair states: "If there is no objection, these items will be adopted." After pausing for any objections, the chair states "As there are no objections, these items are adopted." It is not necessary to ask for a show of hands.
8. When preparing the minutes, the Secretary includes the full text of the resolutions, reports or recommendations that were adopted as part of the consent agenda.

How to start using a consent agenda

In order to start using a consent agenda, the board should first adopt a rule of order allowing for

the consent agenda process. Parliamentarian Colette Collier Trohan CPP-T, PRP
www.cctrohan.com suggests the following rule:

“A consent agenda may be presented by the president at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the assembly.

It is important to make sure that all directors know what items belong on the agenda and how to move items to and from the consent agenda. For this reason, instruction on using the consent agenda should be part of the board orientation program.



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Register

Robert's Rules 'Lite' and Consent Agendas: 6 Tips for Running Efficient and Effective Meetings

Barnes & Thornburg LLP



USA | April 29 2019

Whether you are running your organization's board, committee or membership meeting, being both efficient (from a time standpoint) and effective (from a goals/follow-up standpoint) are critical. Yet in our busy daily lives, organizing and running meetings often is a rushed task – meetings tend to run long and follow-up is often lacking. Here are six tips for running efficient and effective meetings:

1. Consider Use of a Consent Agenda

Agenda items that are non-controversial nature could be included on a consent agenda. This would include reports such as those relating to membership or communications. If the reports are typically read or given at a meeting with little to no discussion, consider including those items in a consent agenda. The consent agenda is distributed at the same time the meeting agenda is sent and contains all of the various reports.

The consent agenda is listed on the meeting agenda – typically as the second item of business after approving the minutes of the previous meeting. The motion is made to accept the consent agenda, the motion is seconded and then any discussion is made regarding the items in the consent agenda. After any discussion is concluded, the group votes to approve the consent agenda which means that if approved, all items in the consent agenda are approved as well.

Note that the consent agenda is not a good vehicle for items that are typically discussed and debated at board meetings, including changes to board policies and discussion of fiscal items and expenditures.

2. Distribute Meeting Notice and Agenda

Unless otherwise specified in the organization's bylaws, the notice of the meeting can be distributed electronically and should be sent within the timeline required by the organization's bylaws. The agenda, along with any consent agenda, should be included with the meeting notice whenever possible. Any confidential documents should be presented in person at a live meeting or sent via email in a password-protected document for a meeting conducted by telephone or other electronic means. The notice should also remind recipients that the materials are confidential and that they should not forward or otherwise distribute the materials.

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When a new chair takes over the organization, have a conversation with the group and do a “pulse check” as to how the group would like to run the meetings. Some groups like to use formal parliamentary procedure, such as that found in Robert’s Rules of Order, but others find such a format too formal. As such Robert’s Rules ‘Lite’ – the basics of Robert’s Rules – could be in order. That means the rules regarding motions made, seconded, discussion, voting, etc. are followed, but the various other parliamentary motions and procedures are not followed. In the end, the group should decide the rules as to how it wants the meetings to be run, so that they feel comfortable coming to the meetings and in participating in the process.

4. Prepare Proper Minutes

One common mistake groups often make is that they prepare minutes of the meeting as if they were a “transcript” of the meeting, rather than a summary of the action items from the meeting. Minutes should show the topics that were addressed at the meeting and the action/motion that was taken as a result of discussion on the topic. One strategy in preparing minutes is to use the agenda and then list the action items, motions and next steps that arise out of the discussion under the corresponding topic in the agenda. That way, the agenda can be used both as an agenda and as a format for the meeting minutes.

Many also ask whether the minutes should list the name of the motion maker and the person who seconds the motion. Unless the group has a long history of doing so or has been advised otherwise by its legal counsel, listing of the names is not required. So the minutes would be phrased as “Motion made, seconded, all approved,” as opposed to “Motion made (Smith), seconded (Jones), all approved.”

5. Develop a Policy for Meeting by Telephone or Electronic Means

For organizations that frequently meet via phone or electronic means, it is a good idea to develop a policy as to how such meetings should be conducted. For example, one good practice is to ensure that before each person speaks they say, “This is [NAME]....” Also, if a person needs to exit the meeting before it adjourns or needs to enter the meeting after it has started, the minutes should reflect the times the person arrived or departed. Also, when voting, a typical voice vote is sufficient, but if the results of such voice vote are not conclusive, a roll call vote should be taken.

6. Prepare a List of Follow up Items/Dashboard

Meeting participants are often frustrated by the fact that they discuss many items and make decisions during the meeting, but that by the next meeting, there is no follow-up on the status of the tasks. As such, one best practice is to add a “dashboard” or “to-do” list at the end of the minutes to keep everyone on track as to what tasks are outstanding, who is responsible for the tasks and when the tasks are to be completed. This is a good way to keep everyone on track and to advance the decisions made during the meeting.

So the next time you are called upon to run a meeting, remember these tips and do your best to make the most and best use of everyone’s time in order to advance the mission of the organization.

Barnes & Thornburg LLP - Barbara F. Dunn

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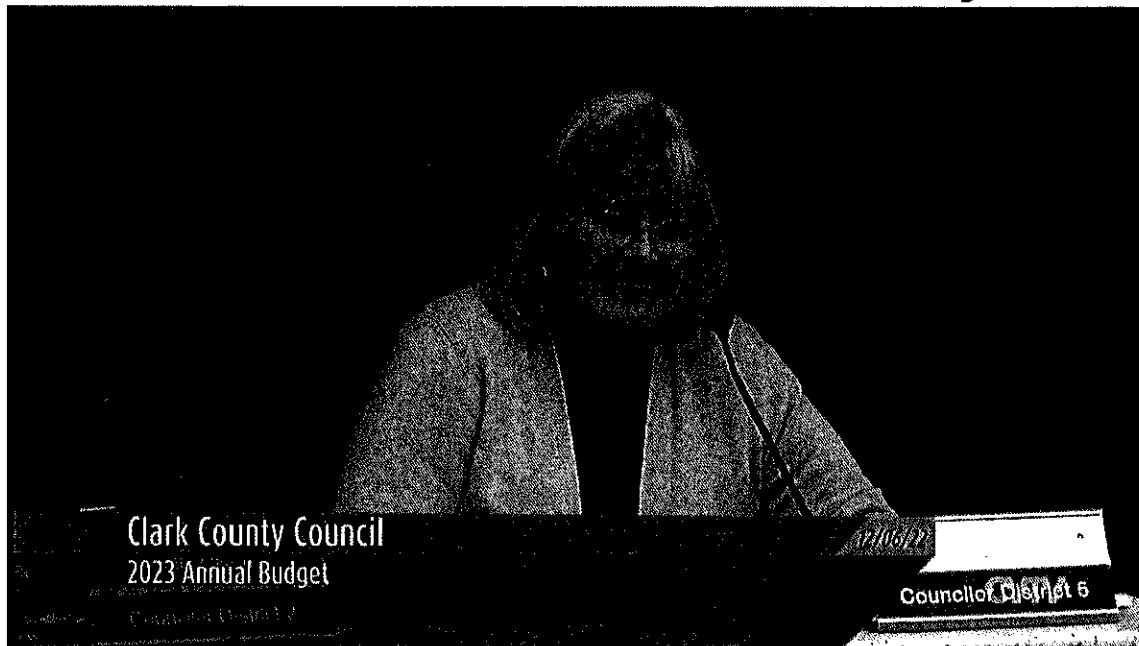
From: mail@sendfoxmail.com,

To: we4the4people@aol.com,

Subject: D5 Voters Feel Duped With Tax & Spend Sue - Benton Recount Could Finish Friday - Semi Bird Event Next Week

Date: Thu, Dec 8, 2022 9:57 am

Tax & Spend Sue Marshall Laughs As She Raises Taxes Needlessly



This screenshot was snapped at the exact time when Sue was talking about this tax increase being one of her first votes... I'm not kidding. Imagine that, you laugh as you cast the deciding vote to increase taxes.

Even though the County Manager proposed a budget that showed that a 1% hike in sales tax wasn't needed, just like the Olympia Democrats that voted for tax increases with a current surplus, Sue voted with Olson and Lentz to raise taxes.

Here are a couple more observations of the day...

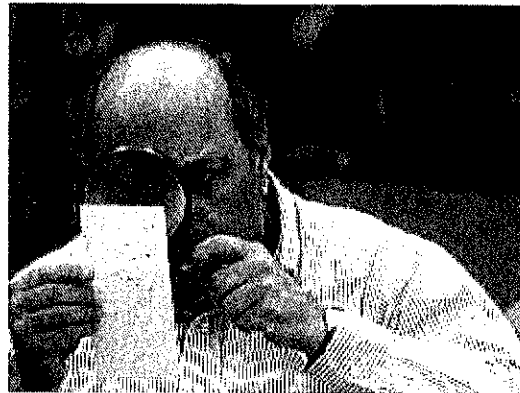
- I noticed during the invocation that she refused to pray or bow her head during the prayer.
- She asked token questions on the Chelatchee Prairie vote that even Julie Olson tried to educate her that it was really an inconsequential issue that she brought up (not the overall issue but the technicality question she presented). She was way over her skis.

(62)

- Sue seemed to be reading her talking point notes that seemed to be in concert with Temple and Olson... she's going to put the Democrat party first and if it helps their party she might throw North County property rights people a bone but don't hold your breath.
- Her campaign rhetoric of ***"My candidacy will provide voters a clear choice to elect someone not rooted in partisan politics"*** was an absolute lie and something she never intended to follow through on.

Benton Recount Continues!

Tuesday marked the beginning of the manual recount which mostly comprised of separating D5 ballots from the batches to prepare for the actual manual recount that will take place on Friday. Please support the recount efforts or volunteer for Friday. It's believed that they might be able to complete the recount on Friday.



Having trust in our elections is worth our efforts.

Everything was pretty smooth except that apparently, Mr. Kimsey is very uncomfortable with scrutiny and I'm still living rent-free in his head. At one point, Kimsey told me I couldn't be on my phone (BTW, which stayed in my pocket the whole time) while he was... on his phone. When I pointed that fact out he sharply said "I'm the Auditor, I can be on my phone. Observers aren't allowed."

As of Wednesday, the ballots are now all sorted in their precinct stacks and ready to be manually recounted on Friday.

Don Benton Needs Our Support To Help With The Costs Of This Manual Recount

CLICK HERE TO GIVE



From: hello@therealanthonyfaucimovie.com,
To: we4the4people@aol.com,
Subject: nitric oxide- the need to know
Date: Sun, Jan 8, 2023 5:51 pm

THE REAL **Anthony Fauci** THE MOVIE

What do you think when you hear “nitric oxide”?

If your response is anything other than, “I need more of that” then you will absolutely want to keep reading.

When it comes to staying healthy, we believe in cultivating true health from the inside out.

It’s a theme that we hopelessly wished would have been front and center during the recent pandemic.

It’s something everyone can do in baby steps by adopting healthy habits such as proper diet and exercise, a fulfilling family and social life, and a personal spiritual practice.

Yet, even healthy people sometimes get sick.

In uncertain times, such as during the p@ndemic, it’s even more important to keep your immune system functioning optimally.

That’s where nitric oxide comes into play.

Ever heard of it?

64

Nitric oxide is the miracle gas molecule your body naturally produces.

It supports nearly every organ and system in your body, including your immune system...

... by regulating immune cells and fighting off bacteria, viruses, and their biofilms that contribute to chronic infection.

Get this...

... Did you know that nitric oxide has been studied and used to fight off other variants of coron@ viruses?

A 2005 study showed that nitric oxide significantly inhibits the replication cycle of SARS-CoV and inhibits viral protein and RNA synthesis.

Does that make your blood boil a bit that we knew that back in 2005... and there wasn't a peep about it from "America's Doctor"?

Today, nitric oxide is being tested in clinical trials as a potential treatment for people with the novel coronavirus SARS-CoV-2.

All things COVID aside... unfortunately nitric oxide is a largely overlooked, under utilized and unknown tool by most people.

You're personally paying the consequence for that with your own health.

So here's what we're going to do...

65

Jeff Hays is sitting down with the world's leading expert on nitric oxide, John Hewlett. And you need to hear this...

We're having a personal conversation on **Tuesday, January 10th** to talk all things nitric oxide.

Sound nerdy?

Think again!

If you want better brain function, a rockin' immune system, solid gut health, lower toxicity, cardiovascular wellness, cancer resistance, better physical performance, etc... etc.

Then you **NEED TO LISTEN IN.**

Consider this your personal invite to join the call with Jeff and John.

Again, **Tuesday, January 10th at 6 PM PST, 7 PM MST, 8 PM CST and 9 PM EST.**

Claim your seat HERE.

WARNING: the last live call we did a couple weeks ago hit the attendee limit in less than 1 minute!

A lot of people that registered were not able to get in on the call.

So register early and be sure to show up early so you don't miss any of this transformational conversation.

CLICK HERE TO RESERVE YOUR SPOT



With appreciation,
The Real Anthony Fauci Movie Team

PS. Have a nitric oxide question you'd like John to answer? Hit reply to this email and let us know and I'll add it to the list.

- We'll be talking nitric oxide and immunity
- How to naturally boost your nitric oxide production
- Foods with the best nitric oxide to improve your diet
- How your body uses nitric oxide
- The many ways nitric oxide benefits your overall health

...and MUCH, MUCH MORE!

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From: stevekirsch@substack.com,
To: we4the4people@aol.com,
Subject: Exclusive: 6X higher death rate post-vax in Australia nursing home!
Date: Mon, Jan 9, 2023 12:18 pm

[Open in app](#) or [online](#)

Exclusive: 6X higher death rate post-vax in Australia nursing home!

I invite every fact checker in the world to fact check me on this one. I have the name of the facility. It's critically important that this be validated so that the world is informed of the risk.

STEVE KIRSCH

JAN 9



SAVE

▶ LISTEN



After I posted a story of a large geriatric practice which experienced a 3X increase in all-cause mortality post-vaccine (all of the excess deaths were attributed to the vaccine), I received an even more extraordinary story of a nursing home in Australia

where the death rate post-vaccine skyrocketed by 6X after the vaccines rolled out (from 3 to 4 per year to at least 24 over a 12 month period) which killed 33% of the residents of the facility:



TerryA Jan 8 · edited 3 hr ago 📌 Pinned

I have first-hand experience in my mother's nursing home in Melbourne, Australia. They have an average resident occupation of around 75 in a facility with 80 rooms. Between September 2021 and August 2022, they lost at least 24 residents, my mother was number 23 (no deaths are listed for October, but there is reason to believe there were deaths). So they lost 1/3 of their residents in 12 months. Normally they would lose 3-4 per year. I'm sure that, like my mother, they would have been at least boosted once. They used to publish a newsletter that listed departures, deaths, but that stopped in October 2021, when they reported 2 residents dying in September. I wonder why they stopped publishing? The only reason I know all these people died, was that in September 2022 they held memorial service for all that had died in the previous year. They presented a photo of each with date of death. In the week that my mother died August 2022, 4 others died. Thus total number of deaths is off the charts. No wonder my mother's room was still vacant 2 weeks after her death.

💖 109 Reply Gift a subscription Collapse ...

67 replies by Steve Kirsch and others

I am in contact with the poster and have the name of the nursing home where this took place.

I'm inviting all of the world's fact checkers to verify this story

The fact checker who does this will be famous!

Not only will they verify this facility, but I think from my survey I'll have many more examples to fact check to show this is the norm and not a fluke.

I will document the fact checker's assurance that when the facts are verified that I was telling the truth, they will actually run the story and not kill it.

Maybe this will be the first time that a fact checker was able to verify evidence that the vaccines are killing more people than they save?

Fact checkers can reach out to me at the [Contact me link](#) and I'll get right back to you!

But let's not stop there.... let's give these fact checkers even MORE data to explain away!



Do you know whether the death rates in your local nursing home went up or down after the vaccine? If you do, then...

»» **Please fill out this survey** ««

and let's see if these nursing home anecdotes are a fluke or the norm!

I have a hunch these stories of dramatic increases aren't a fluke, but let's see if I'm right.

I've never had a nursing home that would share this data with me, they all clam up and cite HIPAA compliance as their (completely lame) excuse for not sharing mortality numbers, so I have a suspicion that I'm right.

Have you ever heard of a nursing home touting lower all-cause mortality post-vax? I haven't. Let's see if anyone has:



Steve Kirsch

Los Altos Hills Town Hall Circle • Just now • 🌐

...



Does anyone know of a nursing home where the all-cause mortality rate dropped by 10% or more after the COVID vaccines rolled out? I'm looking for success stories. Thanks!

Be the first to react



Like



Comment



Share



Add a comment...

72

If Nextdoor bans my post, that would be telling, wouldn't it?

For extra credit, you can vote here too, but **your vote is only counts** if you fill out the formal survey link above (so we can give the source data to the fact checkers for verification):

POLL

What happened to the all-cause mortality rate after the shot was made available at your local nursing home?

Went up by 3X or more

Went up by 2X or more

Went up by 25% or more

Remained about the same; no diff

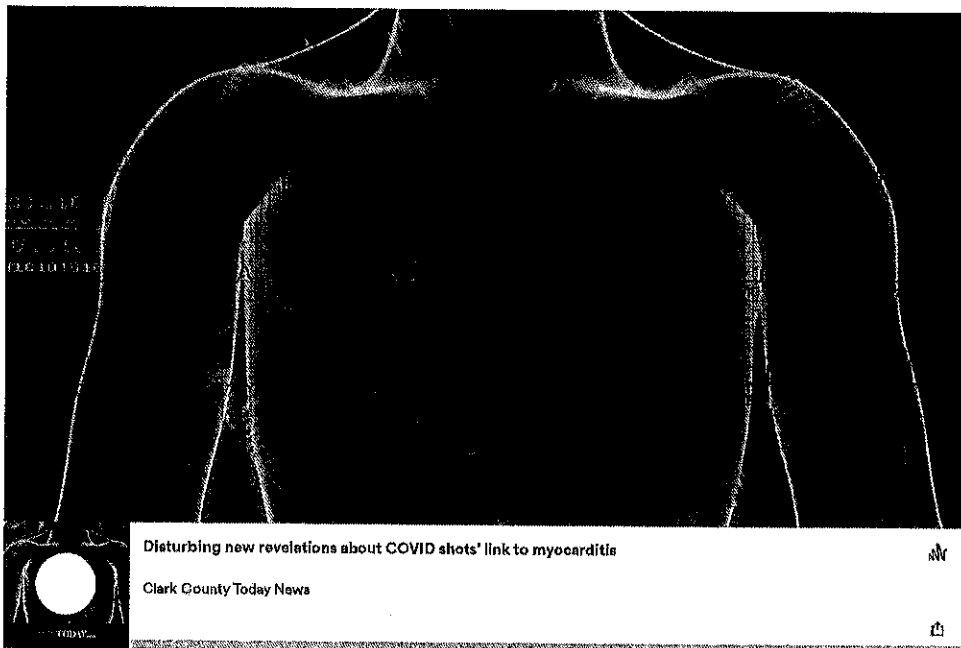
Dropped by 10% or more

Share

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Disturbing new revelations about COVID shots' link to myocarditis



Study subjects 'had markedly elevated levels of full-length spike protein'

WND News Center (<https://www.wnd.com/2023/01/new-claims-covid-shots-link-myocarditis-unveiled/>)

Hundreds of young people have died after getting the experimental COVID shots, and now a report reveals research at Harvard Med suggests an eyebrow-raising reason.

It could be that the spike antigen in the shot itself could be a trigger for myocarditis, which can be fatal.

A report from Just the News (<https://justthenews.com/politics-policy/coronavirus/dont-read-saving-case-site-dies-again>) explains that, "Fact-checkers and Big Tech lost another round with purported COVID-19 misinformation this week, when an American Heart Association journal published research suggesting the spike protein used in mRNA vaccines can harm some people."

The report explained it was a peer-reviewed study in *Circulation* that looked at the cases of 16 adolescents and young adults hospitalized in Massachusetts with the heart ailment after getting vaxxed.

"All had 'markedly elevated levels of full-length spike protein' in their blood,' unbounded by antibodies," the study found. ¹

Explained Just the News, "The findings call into doubt the default response of tech platforms and media organizations when dissenting scientists question the safety of the spike protein." ³

Those making suggestions about the link have faced backlash.

74

Disturbing new revelations about COVID shots' link to myocarditis. <https://www.clarkcountytoday.com/news/disturbing-new-revelations...>
The report said mRNA vaccine pioneer Robert Malone, now a critic, had his LinkedIn page shut down "when he mentioned the spike in the context of heart inflammation reports among young men."

And, the report said, Reuters and PolitiFact have claimed to have "fact-checked" him for his statements about the spike, which PolitiFact claimed is "harmless."

And months back, Twitter complained of suggestions by Kevin McKernan, manager of MIT's research work for the Human Genome Project, when he said the spike protein is a "super-antigen" that "potent toxicity."

Swedish researchers also had raised questions.

Just the News explained, "The Circulation study has been shared by COVID vaccine skeptics, including British cardiologist Aseem Malhotra, who told Just the News last fall he first faced social media censorship after turning on mRNA products. Malhotra now calls them 'one of the worst pharmaceutical interventions in the history of medicine.'"

The new paper said whether the spike protein in the mRNA products forced on people was "pathogenic" isn't clear, but its links to myocarditis are "notable."

The Just the News report said, "The authors say the study shouldn't be taken as evidence that COVID vaccination is generally harmful."

But the report said the Circulation results came out just a day after Harvard Med promoted the FDA's call for Americans regardless of risk level to get so-called bivalent boosters after completing their primary series or monovalent booster. That would mean a minimum three spike exposures for children as young as six months."

ALSO READ:

[\(https://www.clarkcountytoday.com/news/disturbing-new-revelations-about-covid-shots-link-to-myocarditis/\)](https://www.clarkcountytoday.com/news/disturbing-new-revelations-about-covid-shots-link-to-myocarditis/)

[Disturbing new revelations about COVID shots' link to myocarditis](https://www.clarkcountytoday.com/news/disturbing-new-revelations-about-covid-shots-link-to-myocarditis/)

[\(https://www.clarkcountytoday.com/news/disturbing-new-revelations-about-covid-shots-link-to-myocarditis/\)](https://www.clarkcountytoday.com/news/disturbing-new-revelations-about-covid-shots-link-to-myocarditis/)

Hundreds of young people have died after getting the experimental COVID shots, and now a report reveals research at Harvard Med suggests an eyebrow-raising reason.

[\(https://www.clarkcountytoday.com/news/emails-show-washington-officials-discussed-covid-breakthrough-cases-amid-vaccine-push/\)](https://www.clarkcountytoday.com/news/emails-show-washington-officials-discussed-covid-breakthrough-cases-amid-vaccine-push/)

[Emails show Washington officials discussed COVID breakthrough cases amid vaccine push](https://www.clarkcountytoday.com/news/emails-show-washington-officials-discussed-covid-breakthrough-cases-amid-vaccine-push/)

[\(https://www.clarkcountytoday.com/news/emails-show-washington-officials-discussed-covid-breakthrough-cases-amid-vaccine-push/\)](https://www.clarkcountytoday.com/news/emails-show-washington-officials-discussed-covid-breakthrough-cases-amid-vaccine-push/)

Among the information received was a July 16, 2021 email chain among King County health officials detailing worries about breakthrough cases.

[\(https://www.clarkcountytoday.com/news/big-list-of-10-ways-fbi-white-house-pushed-big-tech-to-censor-americans/\)](https://www.clarkcountytoday.com/news/big-list-of-10-ways-fbi-white-house-pushed-big-tech-to-censor-americans/)

[Big List of 10 ways FBI, White House pushed Big Tech to censor Americans](https://www.clarkcountytoday.com/news/big-list-of-10-ways-fbi-white-house-pushed-big-tech-to-censor-americans/)

[\(https://www.clarkcountytoday.com/news/big-list-of-10-ways-fbi-white-house-pushed-big-tech-to-censor-americans/\)](https://www.clarkcountytoday.com/news/big-list-of-10-ways-fbi-white-house-pushed-big-tech-to-censor-americans/)

A popular news site, Just the News, has assembled a Big List of the "ten major revelations" in how the FBI, and the White House, demanded that Big Tech censor Americans commenting on everything from the election to health-care issues.

[\(https://www.clarkcountytoday.com/news/washington-lawmakers-to-take-another-crack-at-emergency-powers-reform-next-session/\)](https://www.clarkcountytoday.com/news/washington-lawmakers-to-take-another-crack-at-emergency-powers-reform-next-session/)

[Washington lawmakers to take another crack at emergency powers reform next session](https://www.clarkcountytoday.com/news/washington-lawmakers-to-take-another-crack-at-emergency-powers-reform-next-session/)

[\(https://www.clarkcountytoday.com/news/washington-lawmakers-to-take-another-crack-at-emergency-powers-reform-next-session/\)](https://www.clarkcountytoday.com/news/washington-lawmakers-to-take-another-crack-at-emergency-powers-reform-next-session/)

Sen. Lynda Willson is cosponsor of Senate Bill 5063; the legislation is known as the Bipartisan Approach to Legislative Authority Necessary In Continuing Emergencies.

(<https://www.clarkcountytoday.com/news/biden-admin-enraged-more-americans-werent-censored-over-covid/>)

Biden admin enraged MORE Americans weren't censored over COVID

(<https://www.clarkcountytoday.com/news/biden-admin-enraged-more-americans-werent-censored-over-covid/>)

Social media showed more interest in moderation than government did in free speech.

(<https://www.clarkcountytoday.com/news/military-vaccine-mandate-overturned-but-unvaxxed-troops-could-still-be-booted/>)

Military vaccine mandate overturned, but unvaxxed troops could still be booted

(<https://www.clarkcountytoday.com/news/military-vaccine-mandate-overturned-but-unvaxxed-troops-could-still-be-booted/>)

While the Biden administration has officially reversed the military COVID-19 vaccination mandate, servicemembers who escaped discharge for refusing the vaccine still risk retaliation and could be booted anyway, experts told the Daily Caller News Foundation.

(<https://www.clarkcountytoday.com/news/top-doc-flips-stance-on-covid-vax-after-suffering-severe-harm/>)

Top doc flips stance on COVID vax after suffering severe harm

(<https://www.clarkcountytoday.com/news/top-doc-flips-stance-on-covid-vax-after-suffering-severe-harm/>)

A prominent physician in Australia – formerly president of the Australian Medical Association and a member of Parliament – has delivered explosive testimony to Parliament, declaring that she and her wife both have been seriously harmed by the COVID-19 vaccines.

(<https://www.clarkcountytoday.com/opinion/opinion-gov-inslee-speaks-about-his-vaccine-mandate/>)

Opinion: Gov. Inslee speaks about his vaccine mandate (<https://www.clarkcountytoday.com/opinion/opinion-gov-inslee-speaks-about-his-vaccine-mandate/>)

Elizabeth Hovde of the Washington Policy Center shares that the governor's dealings with COVID-19 seem more political than about public health.

(<https://thewatersoftenerco.com/>)

The Columbian

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Today's Paper

Auditor finds errors in city of Vancouver's accounts

Updated 7 hours ago [Trending](#)

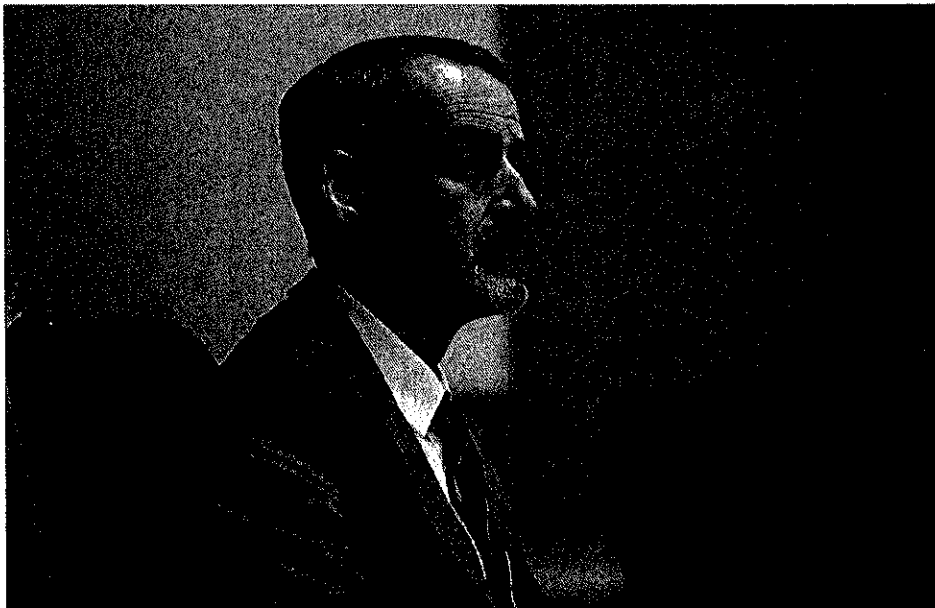
High staff turnover, pandemic cited for mistakes in 2021

By [Lauren Ellenbecker](#), Columbian staff writer

Published: January 8, 2023, 6:03am

Updated: January 9, 2023, 7:36am

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(77)

The agency also found the city transferred \$117,596 from its American Rescue Plan Act Fund to cover general payroll costs for COVID-19 leave, which was taken out before the fund's specified timeline for eligible use, March 3, 2021.

Other statements contained errors and omissions that the auditor classified as "individually insignificant," but, in its entirety, impaired a financial report's understandability.

The auditor recommended that the city's accountants dedicate "sufficient time and resources to preparing and reviewing" documents moving forward, which the city agreed to improve, according to the report.

Holmes said the city's accounting team is now more established and has satisfied the auditor's recommendations.

He compared the city's high staff turnover as being consistent with a nationwide labor force shortage, particularly in the financial professional sector. The U.S. Chamber of Commerce reported in August 2021 that the country was experiencing a record low labor force since 2000.

Within the city's accounting department, some staff members had worked for the city for decades and decided to retire, Holmes said, whereas others decided to pursue other career opportunities.

"And during a pandemic and a declared emergency, it was kind of a perfect storm," he said.

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80

January 9, 2023
a Monday

77 pages submitted by
Kimberlee Elbon

MEMORANDUM

DATE: February 6, 2023

TO: City Council

FROM: Eric Homes, City Manager

RE: **Comprehensive Plan and Title 20 Code Update – Chartering Process**

CC: Lon Pluckhahn, Deputy City Manager; Chad Eiken, Director, CDD; Rebecca Kennedy, Deputy Director, CDD; Domenic Martinelli, Senior Long-Range Planner, Bryan Snodgrass, Principal Planner

Intent

Provide Council with a high-level review of the organization and structure of the update process, and establish a framework for review and endorsement of key milestones and decisions throughout the project's timeframe – with adoption anticipated in June 2025.

Background

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 April 4, 2022, staff provided an overview of the proposed methodology and approach for updating the City's Comprehensive Plan and Title 20 Land Use Code, consistent with regulatory requirements under the Growth Management Act, and in response to changes that have occurred in the community since 2004. These changes include increased population growth, greater diversity in the demographic and socio-economic characteristics of the community, expanded private sector investment and development activity, recent Council policy direction on climate action goals and targets, new technologies that have transformed how people move around the region and engage with each other, and a global pandemic and associated public health and economic crises. The proposed methodology also reflects the evolution in Council policy priorities that have occurred since the last update, which places an emphasis on climate action, community safety, and equitable access to opportunities and resources.

Based on the input received from Council during the work session, staff proceeded to scope the overall process, work plan and deliverables, and execute a competitive procurement process to provide additional professional planning services to support the effort. On December 19, 2022, City Council authorized the City manager to execute a consulting services contract with WSP to provide such support.

Scope of Work

In response to the scoping process that was conducted, the overall effort has been organized into the following categories:

1. **Co-Creation:** Establish a process to develop and create the plan with members of the community, conduct community engagement activities in a method consistent with state law, and place an emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes.
2. **Comprehensive Plan:** Perform a holistic re-write of the existing Comprehensive Plan, that includes defining a new set of goals, objectives, policies, and overall strategy that responds to the issues and needs identified during the process of co-creation with plan stakeholders and the public as well as data and analysis of long term trends that will affect the community in the future. The plan strategy will establish an overall land use framework that specifies where and how the City will grow and the infrastructure needs necessary to achieve that vision, as well as overall strategies related to housing, climate, environment, resiliency, community health, public facilities and services, economic development and opportunity, and achieving equitable outcomes.
3. **Implementation Strategy:** Develop a detailed strategy for implementing the goals, objectives, policies, and overall strategy outlined within the revised plan, including recommendations for future programs and policy work, and a public facing tool to help staff and members of the public understand how implementation of the plan is progressing over the long term;
4. **Land Use Code:** Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) to reflect the goals and policies identified in the revised plan and achieve the community's vision;
5. **SEPA:** Complete the Environmental Impact Statement (EIS) process in compliance with the State Environmental Policy Act (SEPA);

Chartering

Given the number of discrete collective policy decisions that need to be made within each one of the aforementioned categories over the life of the project, and the level of complexity and interdependency of the various subject matters included in it, the following steps will be necessary to ensure the final plan is reflective of its identified goals:

1. Establishing an overall decision-making framework to ensure shared understanding and collective ownership of cumulative decisions made during the policy development process;
2. The development of a robust visioning and goal setting process (in partnership with the City's in-process update to the Strategic Plan), to ensure policies, regulations, and implementation methods are rooted in an articulated purpose;
3. Collective formation *and* buy-in of the established vision and related goals, between co-creative partners designing the plan;

4. Divide a highly complex and inter-related process with a wide variety of interested stakeholders into manageable and logically organized phases, where policy direction is cumulatively based on previous decisions established earlier in the process.

The development of a formal decision-making framework and chartering process with City Council and Planning Commission is one of the most effective methods to ensure the four steps above are achieved during the process. Based on the scope of work, staff has put forward a draft chartering structure for Council consideration and feedback during this work session. Following this, staff anticipate returning to Council for formal confirmation of the project charter via a resolution.

Draft Chartering Structure

As outlined below, the process will involve numerous touchpoints with both City Council and review by Planning Commission. Note that we have called out the Planning Commission within the chartering process because they are the primary citizen oversight committee tasked with reviewing and making recommendations on the Comprehensive Plan and the City's development code. However, the project will also engage with other applicable boards and commissions that are not listed here at appropriate points, in coordination with other City departments. The following table provides an outline of the remaining project phases and their associated proposed timelines. Information for all phases will be shared with City Council during periodic updates, workshops, and resolution adoption. The plan is legally required to be adopted by June 2025, per requirements of Washington's Growth Management Act.

Endorsement	Elements	Review / Action	Time Window
Equity Framework	- Structure to ensure disproportionately impacted and historically marginalized populations drive policy design process - Other key process design goals from Council and Planning Commission	Joint PC / Council Workshop - Council Resolution	1 st / 2 nd quarter of 2023
Community Partnership Framework	- The details on how we Inform, Consult, Involve, Collaborate, and Empower Co-Creative Partners - The who, how, and when this occurs	- PC Workshops - Council Workshops - Council Resolution	1 st / 2 nd quarter of 2023
Goals Framework	- Input from Scenario Planning and Community Partnership efforts - Identification of Plan Chapters & Elements - Prioritization of goals against each other	- PC Workshops - Council Workshops - Council Resolution	2 nd / 3 rd quarter of 2023
Land Use Framework	- Input from Scenario Planning and Community Partnership efforts - Consideration of Capital Facility and Infrastructure needs to support vision	- TMC Workshops Joint PC / Council Workshop	4 th quarter of 2023 / 1 st quarter of 2024

	Minimum of 3 alternatives established for EIS process	- Additional PC & Council Workshops as needed - Council Resolution	
Policies	Tangible policies to mobilize objectives of Goals + Land Use Framework	- PC Workshops - Council Workshops - Council Resolution	1 st quarter of 2024
Code Concepts	- High level concepts for mobilizing the established policy framework through the Land Use Code - Identification of potential early action items, structure, arrangement, and content of code.	Joint PC / Council Workshop - Additional PC & Council Workshops as needed - Council Resolution	2 nd / 3 rd quarter of 2024
Implementation Methods	- Framework for mobilizing policy items not covered under the Land Use Code (dashboards, program development, incentive structures, future sub-area planning) - Framework for measuring success and outcomes of the plan effort - Final review of accountability matrix structure for incorporation of feedback into plan outcomes, and long term follow up on implementation	- PC Workshops - Council Workshops - Council Resolution	3 rd / 4 th quarter of 2024
Code Framework	- Input from Co-Creative partners on Code Concepts - Relevant inputs from Draft EIS - More detailed framework for mobilizing the established policy framework through the Land Use Code	- PC Workshops - Council Workshops - Council Resolution	4 th quarter of 2024 / 1 st quarter of 2025
Plan Adoption	- Final EIS completed 60 days prior to adoption - Final Comp Plan Document, Appendices, and Land Use Framework - Final Code Language - Final Implementation Matrix	- PC Recommendation - Adopted by Ordinance (Council)	June 2025

Staff Contacts

Rebecca Kennedy, Deputy Director, Community Development

Domenic Martinelli, Senior Long Range Planner, Community Development

Comprehensive Plan Update: Chartering Process

Rebecca Kennedy
Deputy Director
Community Development

Domenic Martinelli
Senior Long Range Planner
Community Development

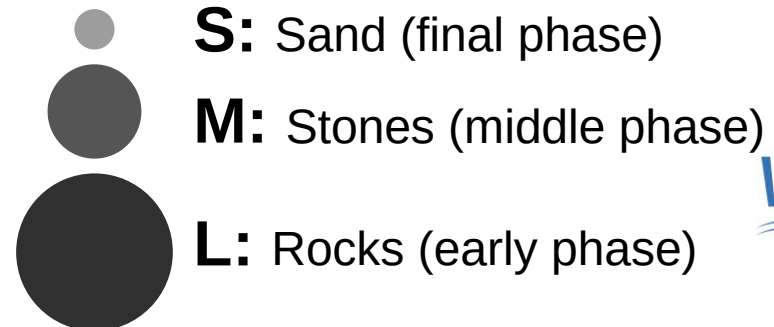
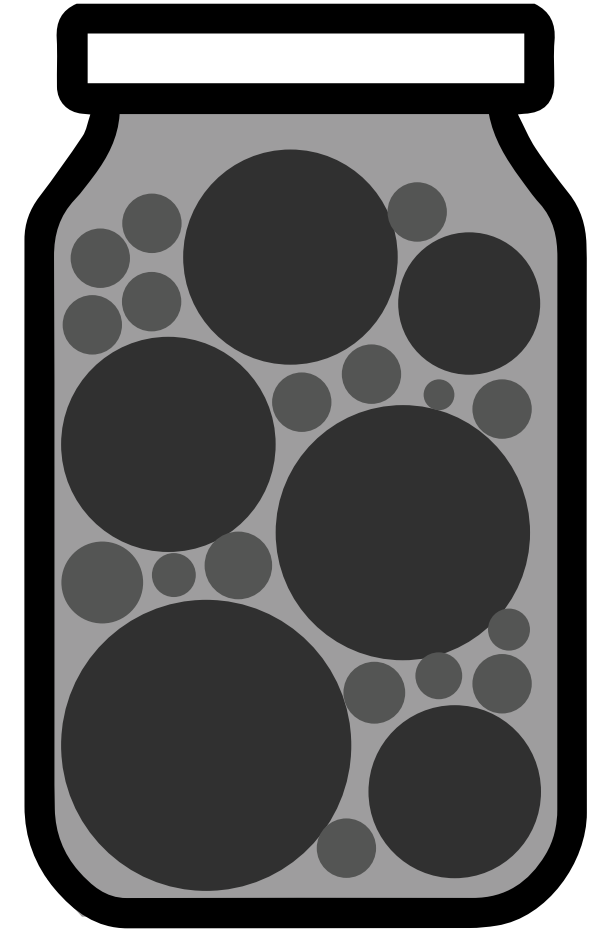


Agenda

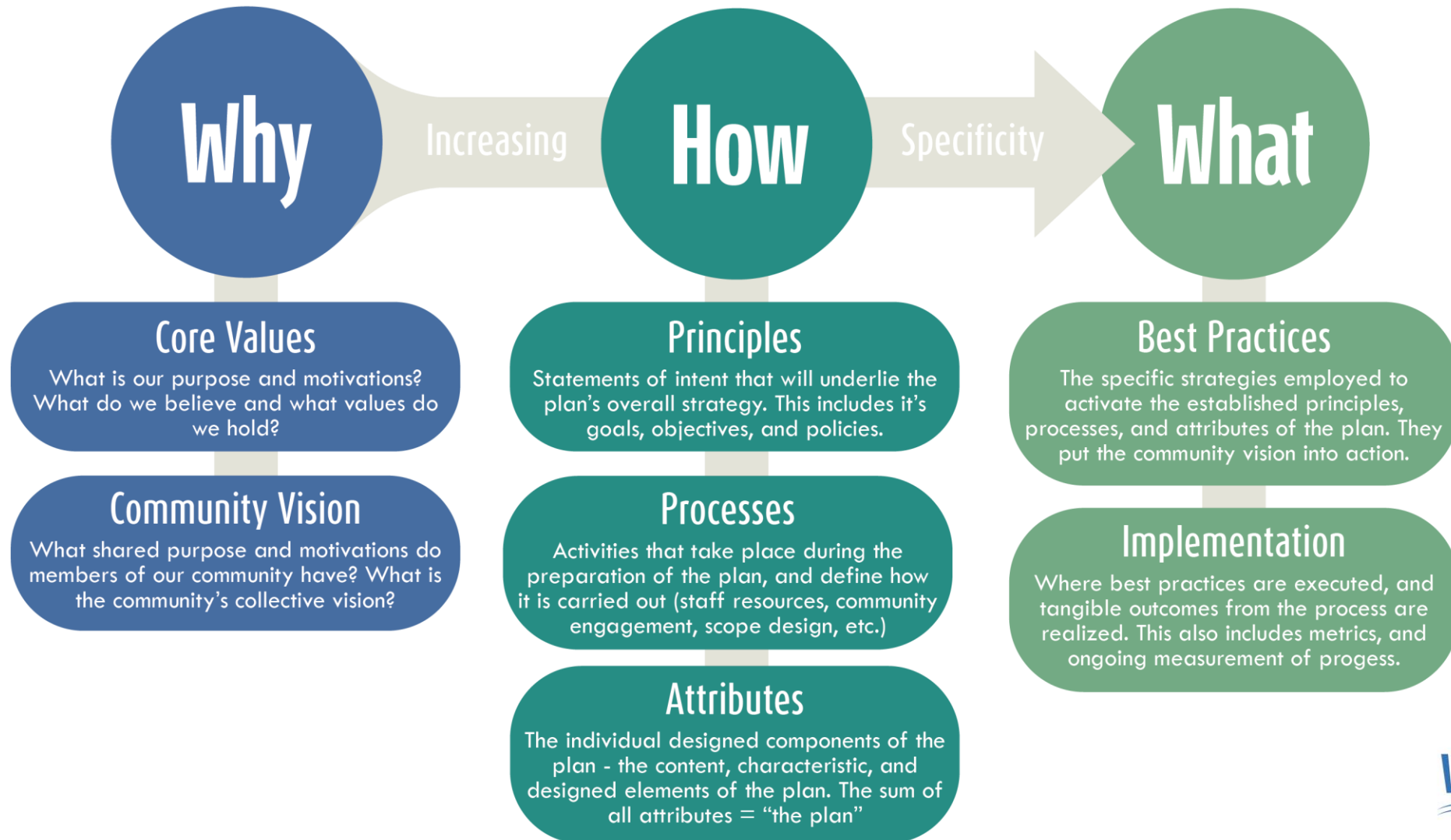
- Overview – Purpose and Intent
- Scope Overview
- Chartering Framework
- Questions & Discussion

Purpose and Intent

- **Complexity:** The Comprehensive Plan is a significant undertaking – includes many interdependencies and moving parts. Breaking the larger tasks into chunks is necessary to achieve overall goals.
- **Develop a formal decision-making framework:** How and when will key decisions be made? What level of review & formal endorsement occurs at each step?
- **Cumulative process:** Each milestone is based on and dependent on previous decisions (rocks in the jar analogy). Shared understanding between co-creative partners about how collective decision making has occurred along the way.



Methodology – How we get from *Why* to *What*



Scope Organization

- **Task 1 – *Community Partnership, Engagement, Involvement, Co-Creation*** – foundation for all project aspects, establishes process design to ensure equitable outcomes
- **Task 2 – *Comprehensive Plan*** – overall long-term vision and strategy for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision: Strategy = Objective, goals, policies
- **Task 3 – *Updated Title 20*** – mobilizing the strategy within our Land Use and Development Regulations
- **Task 4 – *Implementation Appendix*** – includes title 20 changes and other implementation steps (non regulatory, incentive structures, programs, etc.) that mobilize the strategy
- **Task 5 – *Environmental Impact Statement*** – fulfills the City's obligations as the lead agency under SEPA, and includes scoping, development of DEIS, coordinating and responding to comments, developing final EIS



Key Deliverables: Scope of Work

Task 1: Community Partnership

- Community Involvement Plan
- Equity Framework
- Network of Compensated Community Partners as key advisory group
- Community Profile
- Stakeholder Database
- Involvement Summary + Accountability Matrix

Task 2: Comprehensive Plan Update

- Community Atlas
- Visioning Process
- Land Use + Development Scenarios (3 draft, 1 final)
- Housing Needs Assessment, policy response to HB 1220
- Local Market Trends and Development Feasibility Analysis
- Equity Analysis for each plan element
- Anti-Displacement and Equitable Development Strategies (tied to Land Use Scenarios)
- Climate, Environment, Community Health, Sustainability, and Resiliency Analysis – input for land use scenarios
 - Includes GHG Impacts, Health Impact Assessment, Environmental Suitability and Sensitivity
- Economic Opportunity Analysis
- Economic Opportunity Strategic Plan
- Parks, Recreation, Open Space, Community Well Being Analysis
- Transportation and Mobility Analysis, evaluation of active trip potential, integration with TSP
- Infrastructure, Public Facilities and Services Element

Key Deliverables: Scope of Work

Task 3: Title 20 Land Use Code

- Code Audit
- Development of Code Concepts
- Finalized Code Language for Ordinance
- Consideration of Impact Fee Structure in Relation to Proposed Code Changes

Task 4: Implementation

- Implementation Matrix
- Policy Recommendations for non-land use code changes
- Public Facing Dashboards (Housing, Land Use, others as determined during update)
- Accountability Matrix

Task 5: Environmental Impact Statement (EIS)

- Delivery of Standard EIS process consistent with State Environmental Policy Act
 - Scoping
 - Consultation with Interested Parties
 - Draft EIS
 - Public Comment Period
 - Final EIS
- Three Alternatives based on Land Use + Development Scenarios identified in Task 2

Land Use Framework

The overall land use framework established as part of the plan is a strategy to manage:



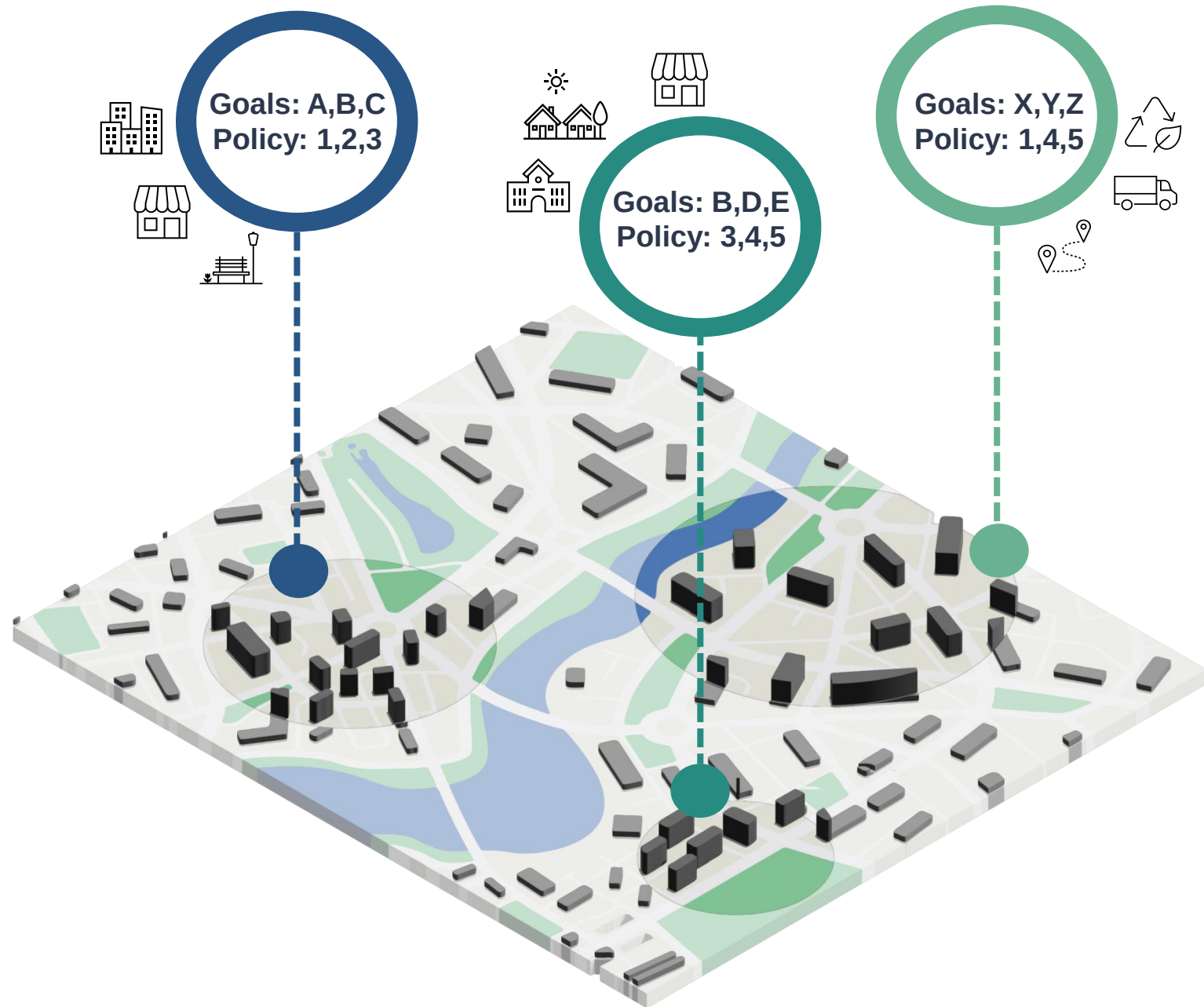
The Natural
Environment



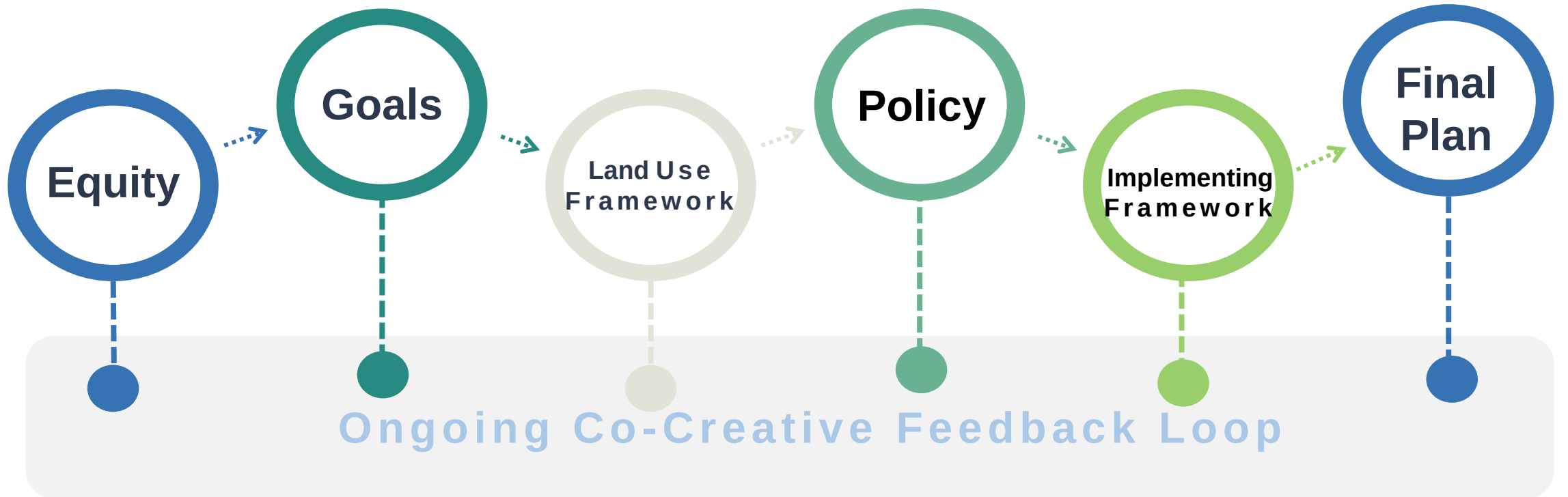
The Built
Environment

Goals & Framework Relationship

- Overall Citywide goals and policies will be established
- Additional focus of (up to) 10 key centers / corridors / nodes critical to realizing established vision
- Possibility of overlapping or differentiated goals and priorities for each node



Endorsement Structure



Lead with equity
to ensure just
outcomes

Establish
goals based
on equitable
structure

Land Use
Alternatives
with tangible
tradeoffs based
on identified
goals

Identify
policies that
reinforce the
preferred
alternative

Framework for
implementing
policies

Putting all the
pieces
together

Inputs Into Framework Elements

Each time staff returns to Council for endorsement of a milestone (resolution), it will consist of the following input:

- Council policy priorities and direction
- Past direction established from previous milestones
- Community engagement, co-creation, and feedback – knowledge and expertise from lived experiences
- Board & Commission review and feedback
- Data, analysis, best practices, existing conditions
- Legal requirements- GMA, HB 1220, updated regulation from current / future legislative sessions
- Inputs from Clark County plan update – selection of growth targets, update to Countywide Planning Policies
- Existing policy direction- Climate Action Framework, Strategic Plan, Transportation System Plan, Reside Vancouver, 2022 Community Visioning Process
- Coordination with partner agencies- public health, education, economic development, transportation and infrastructure, social services, etc.

Draft Chartering Framework (Phase I)

Endorsement	Elements	Review / Action	Time Window
Equity Framework	- Structure to ensure disproportionately impacted and historically marginalized populations drive policy design process - Other key process design goals from Council and Planning Commission	Joint PC / Council Workshop - Council Resolution	1 st / 2 nd quarter of 2023
Community Partnership Framework	- The details on how we Inform, Consult, Involve, Collaborate, and Empower Co-Creative Partners - The who, how, and when this occurs	- PC Workshops - Council Workshops - Council Resolution	1 st / 2 nd quarter of 2023
Goals Framework	- Input from Scenario Planning and Community Partnership efforts - Identification of Plan Chapters & Elements - Prioritization of goals against each other	- PC Workshops - Council Workshops - Council Resolution	2 nd / 3 rd quarter of 2023
Land Use Framework	- Input from Scenario Planning and Community Partnership efforts - Consideration of Capital Facility and Infrastructure needs to support vision - Minimum of 3 alternatives established for EIS process	- TMC Workshops Joint PC / Council Workshop - Additional PC & Council Workshops as needed - Council Resolution	4 th quarter of 2023 / 1 st quarter of 2024
Policies	Tangible policies to mobilize objectives of Goals + Land Use Framework	- PC Workshops - Council Workshops - Council Resolution	1 st quarter of 2024

- 1) Some endorsements and milestones may be grouped together as one, for necessary of concurrent review as appropriate, or due to schedule constraints

Draft Chartering Framework (Phase II)

Endorsement	Elements	Review / Action	Time Window
Code Concepts	- High level concepts for mobilizing the established policy framework through the Land Use Code - Identification of potential early action items, structure, arrangement, and content of code.	Joint PC / Council Workshop - Additional PC & Council Workshops as needed - Council Resolution	2 nd / 3 rd quarter of 2024
Implementation Methods	- Framework for mobilizing policy items not covered under the Land Use Code (dashboards, program development, incentive structures, future sub-area planning) - Framework for measuring success and outcomes of the plan effort - Final review of accountability matrix⁽²⁾ structure for incorporation of feedback into plan outcomes, and long term follow up on implementation	- PC Workshops - Council Workshops - Council Resolution	3 rd / 4 th quarter of 2024
Code Framework	- Input from Co-Creative partners on Code Concepts - Relevant inputs from Draft EIS - More detailed framework for mobilizing the established policy framework through the Land Use Code	- PC Workshops - Council Workshops - Council Resolution	4 th quarter of 2024 / 1 st quarter of 2025
Plan Adoption	- Final EIS completed 60 days prior to adoption - Final Comp Plan Document, Appendices, and Land Use Framework - Final Code Language - Final Implementation Matrix	- PC Recommendation - Adopted by Ordinance (Council)	GMA requires plan + code adoption by June 2025

- 2) The accountability matrix will be developed and updated over time throughout the process, and insights will be evaluated as part of each milestone. Review of the final matrix framework will be evaluated during endorsement of the implementation structure.

Next Steps

Staff will return with a Council resolution for the endorsement framework based on feedback received during this workshop.





Questions & Discussion

1. Council feedback on draft proposed project charter and process
2. Does the draft project charter reflect Council's expectations for review of project information and key concepts to inform decision making?

Thank You

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Domenic Martinelli Domenic.Martinelli@cityofvancouver.us



Comprehensive Plan – Project Initiation

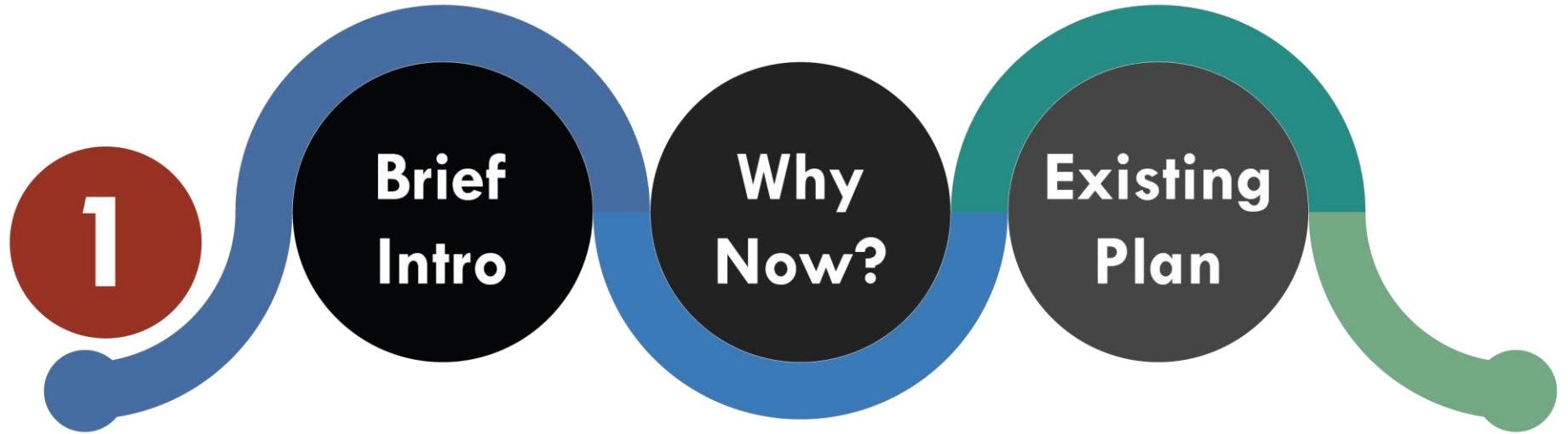
VANCOUVER
CITY HALL

April 4, 2022

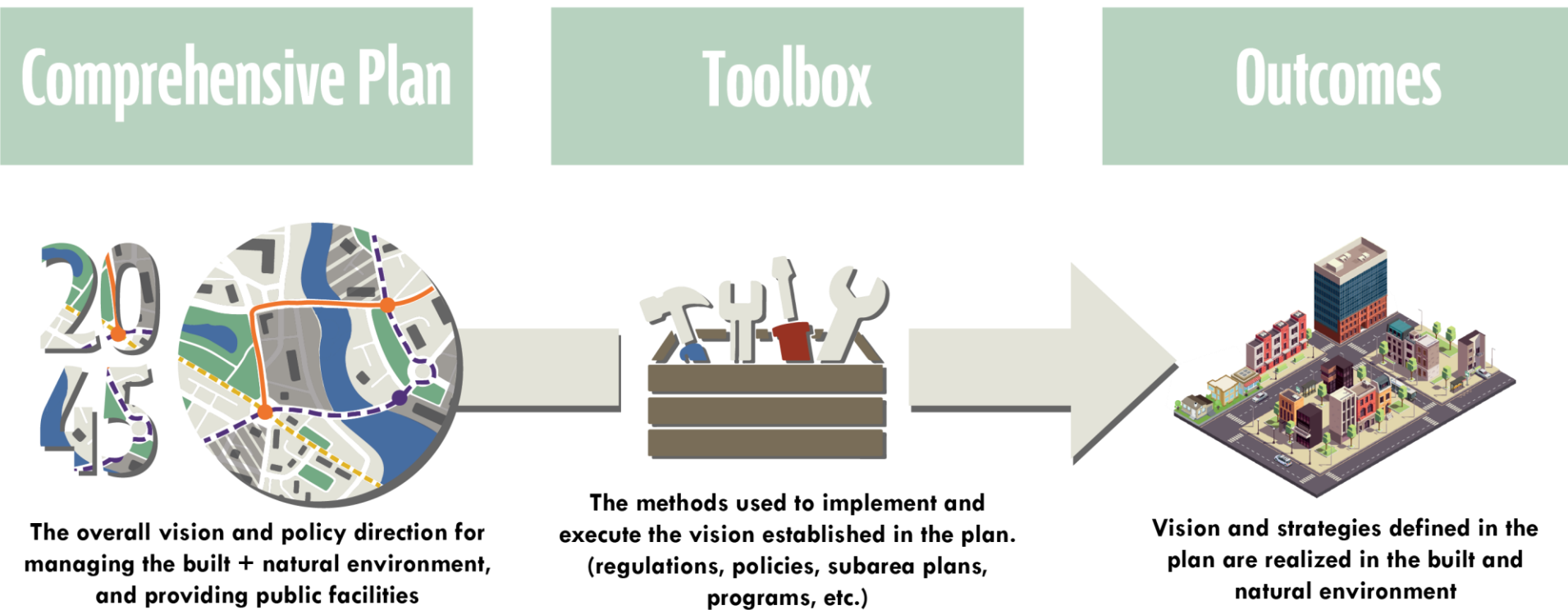
CITY OF
Vancouver
WASHINGTON

Rebecca Kennedy, Deputy Director
Domenic Martinelli, Senior Long Range Planner
Community Development Department

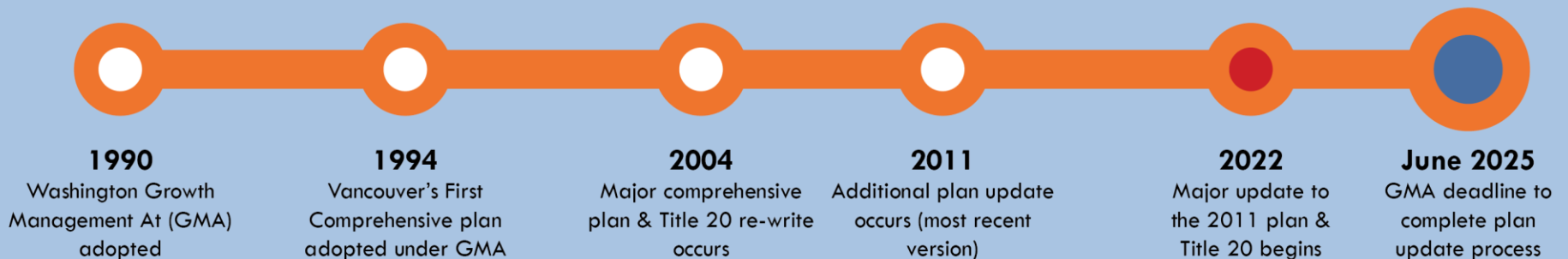
Overview



The Planning Process



How We Got Here



Why Update the Comprehensive Plan Now?

**Changing
development
demographic, and
socio-economic trends**

**Newly emerging
technologies,
changing behaviors,
and shifting attitudes**

**Impacts on land use
and growth patterns**

**GMA requirement to
adopt Comp Plan +
Title 20 code updates
by June 2025**

**Concise, accessible,
and implementable
plan that supports
community values**

**Dynamic regulatory
environment in WA:
responding to recent
legislative sessions**

What are key factors and trends?

**Land Use +
Development**

Housing

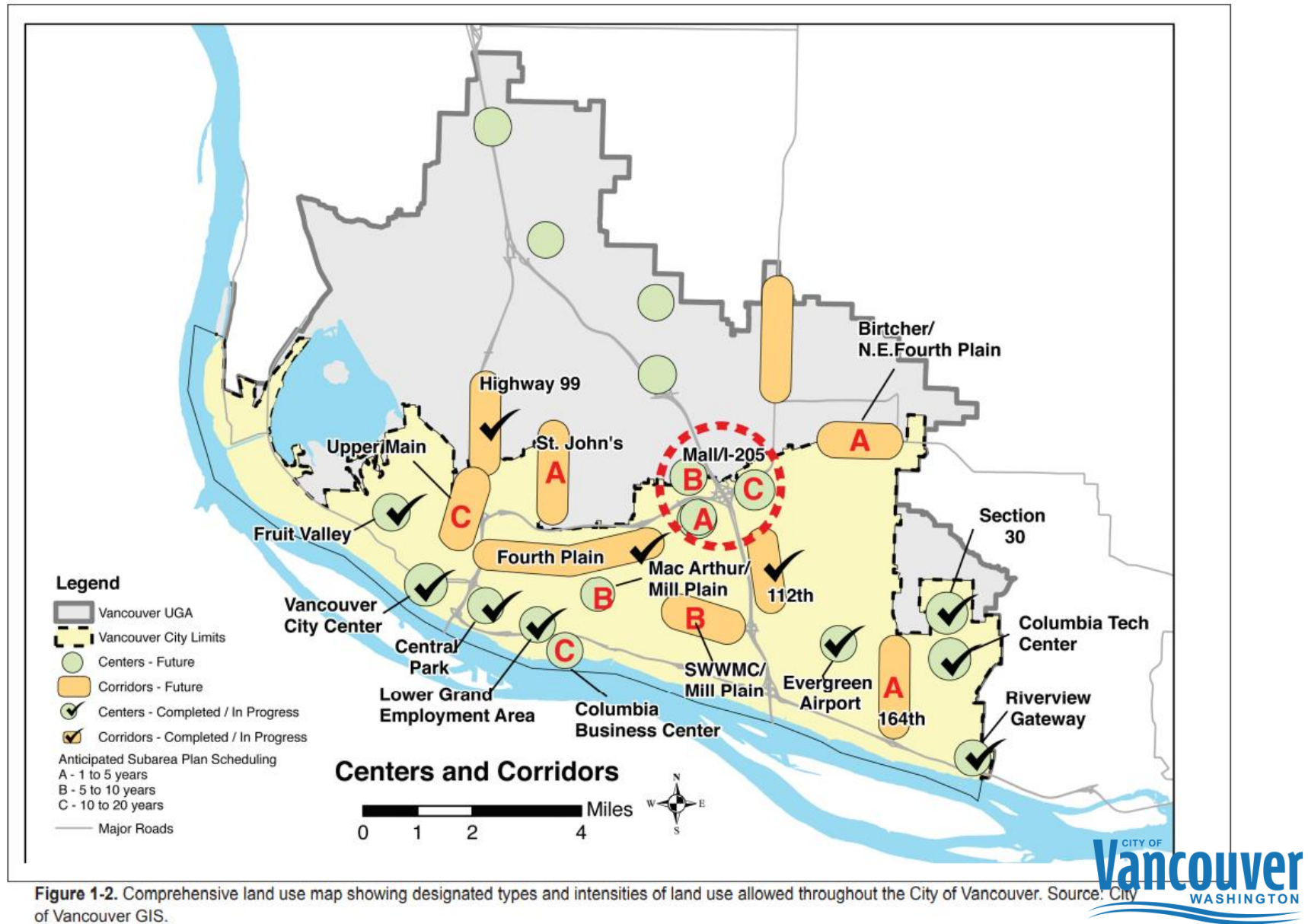
Equity

**Climate +
Environment**

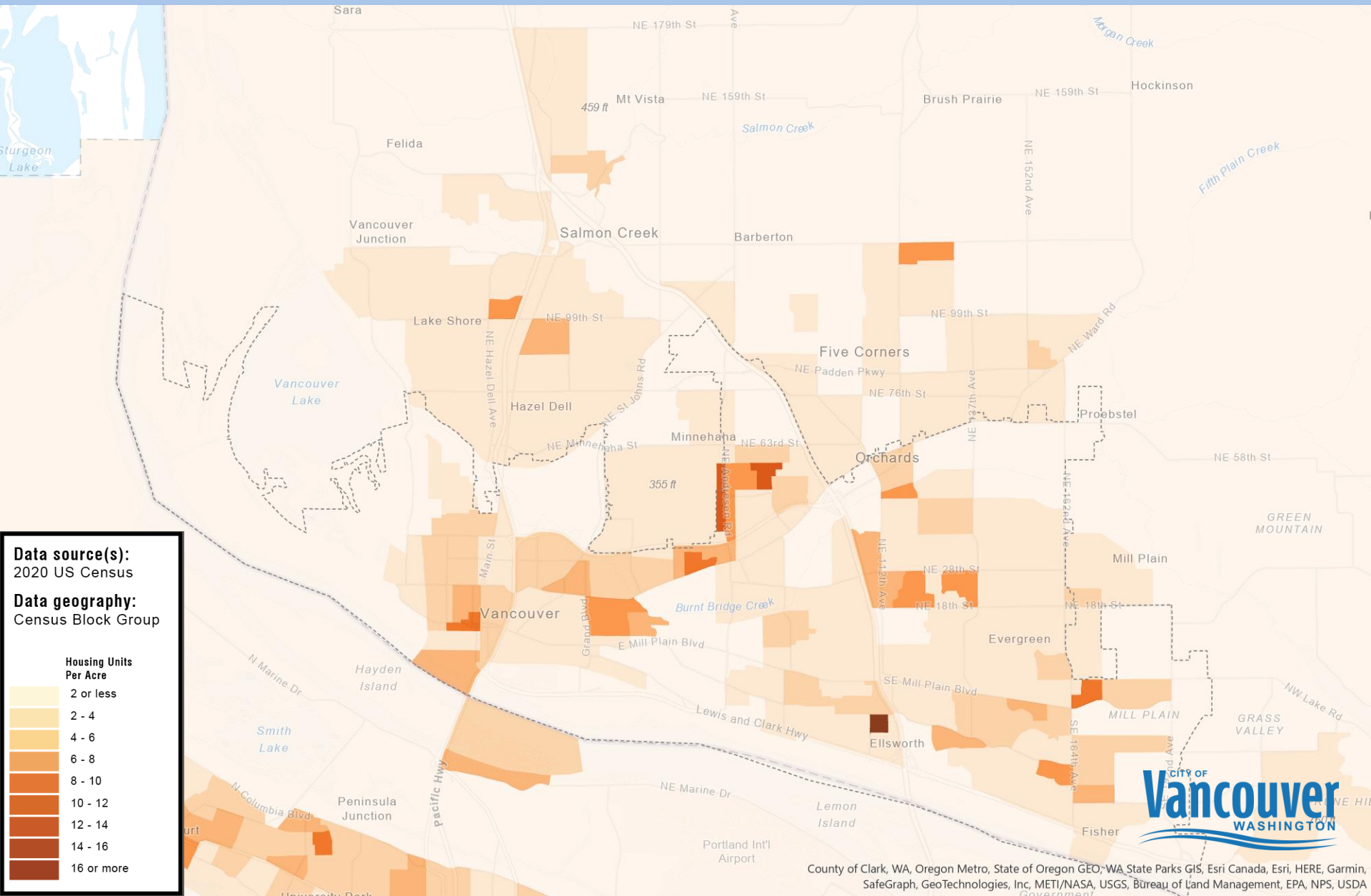
Land Use + Development

- 13.9% City population growth rate from 2010-2020, Clark County major growth area in the Portland-Vancouver- Hillsboro MSA.
- Growing diversity in the community- BIPOC communities in Clark County grew by 76% between 2010-2020, from 78,000 to 137,000 community members
- Primary growth nodes in downtown Vancouver and East Vancouver / unincorporated VUGA
- Need for re-evaluation of plan's land use growth framework to more place specific approach, that accounts for recent growth trends and adds density in more areas.

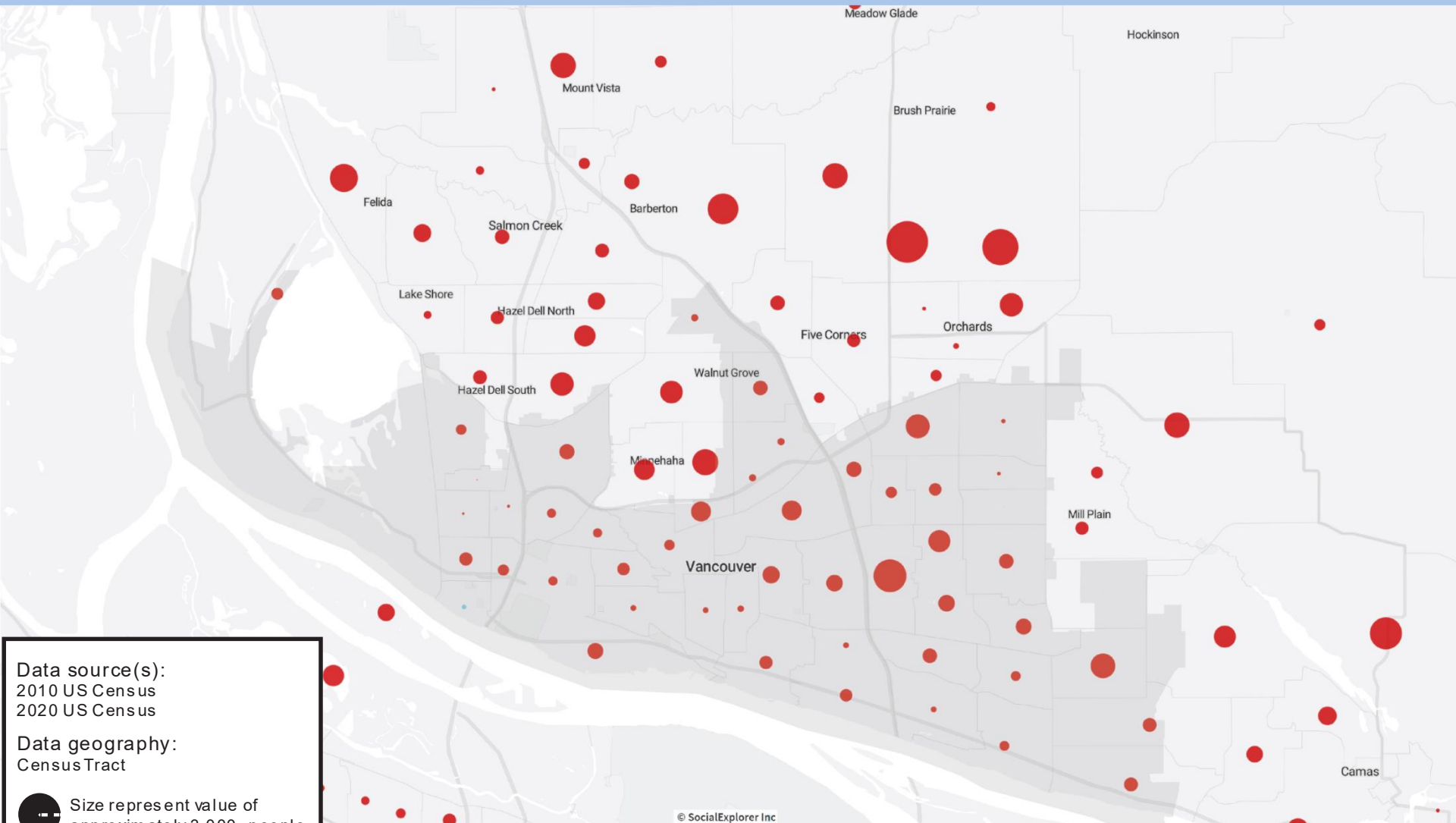
2011 Plan Land Use Vision



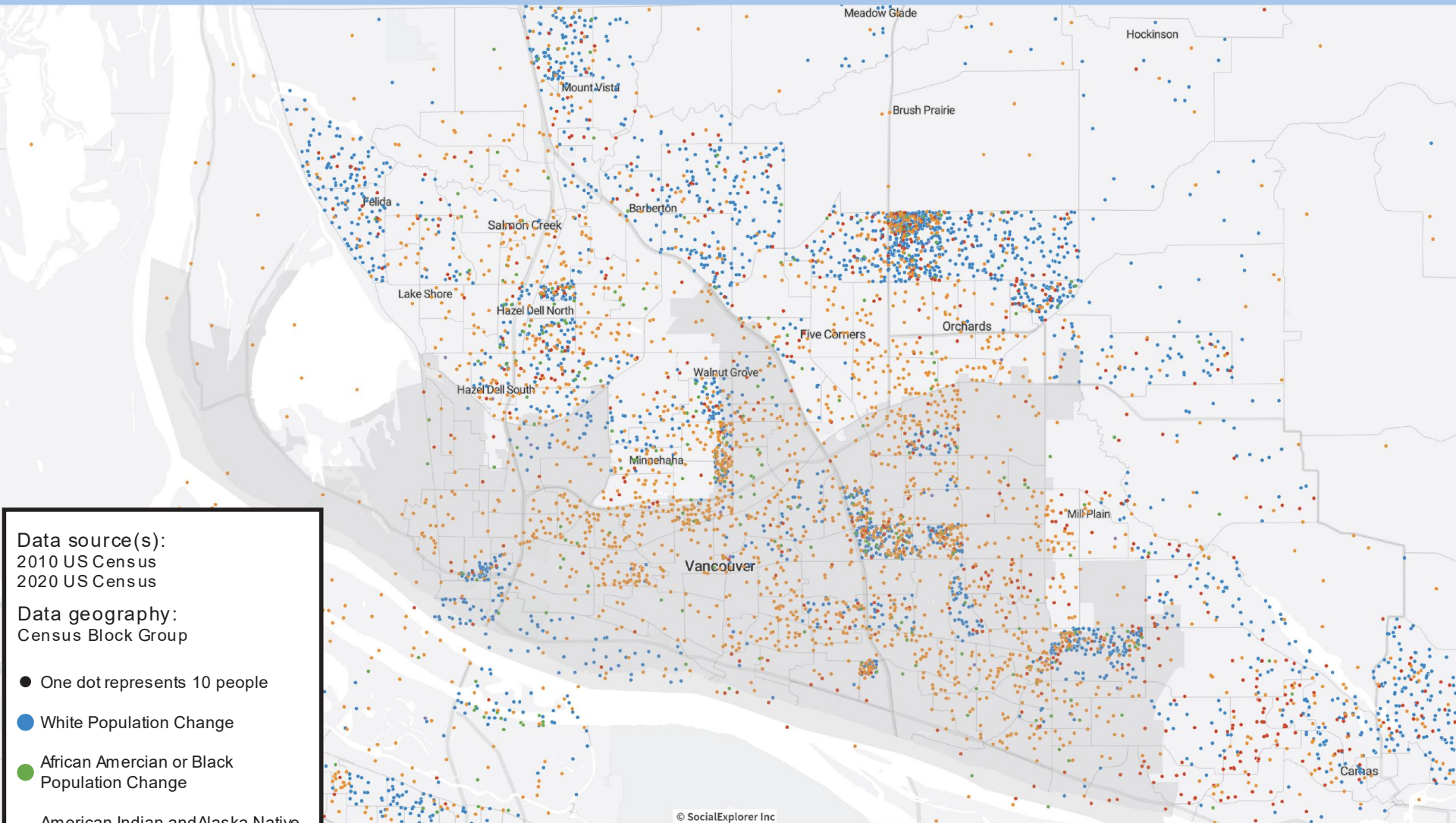
Housing Units Per Acre, 2020



Total Population Growth, 2010-2020



Population Growth By Race, 2010-2020



© SocialExplorer Inc

Data source(s):
2010 US Census
2020 US Census

Data geography:
Census Block Group

- One dot represents 10 people
- White Population Change
- African American or Black Population Change
- American Indian and Alaska Native Population Change
- Asian Population Change
- Hispanic Population Change

Housing

- For sale and rental costs continue to outpace relative wage gains - has significant impacts for low to moderate income households, displacement risk is increasing
- Need to evaluate gaps in housing – new production not meeting overall demand
- Need to differentiate between deeply affordable, affordable, attainable and market housing types, define these clearly, and develop strategies for each
- Amendments to the GMA will require work to “*plan and accommodate for housing affordable to all income levels*”
- Decreasing homeownership rate: more residents susceptible to displacement and less benefitting from economic opportunities of homeownership

Equity

- Develop framework and build off existing work to ensure equitable outcomes occur in the built environment
- Execute an inclusive process that considers and elevates the needs of BIPOC, low income, and historically excluded, underrepresented and marginalized communities in decision making processes
- Need to ensure all groups share the benefits and burdens of growth and change equitably

Climate + Environment

- Deliver land use outcomes that further the *mitigation of*, and *adaptation to* a changing climate
- Ensure no population group is disproportionately impacted by the localized impacts of climate change, and converting extractive processes to regenerative processes in an equitable manner
- Integrate with Transportation System Plan to achieve integrated land use/transportation responses to climate change
- Understand how development within the Vancouver Urban Growth Area (VUGA) impacts our ability to meet climate goals
- How do we intentionally shape residential growth and housing growth to support our climate goals? Where should we locate people?

Concurrent Efforts

Key Policy Setting Initiatives Underway

- Climate Action Plan (Summer 2022)
- Strategic Plan Update (Fall / Winter 2022)
- Transportation System Plan Update (Spring 2023)- this transportation element of the overall Comprehensive Plan
- New responses to Houselessness, including Safe Stay Communities
- Diversity, Equity & Inclusion Strategic Plan

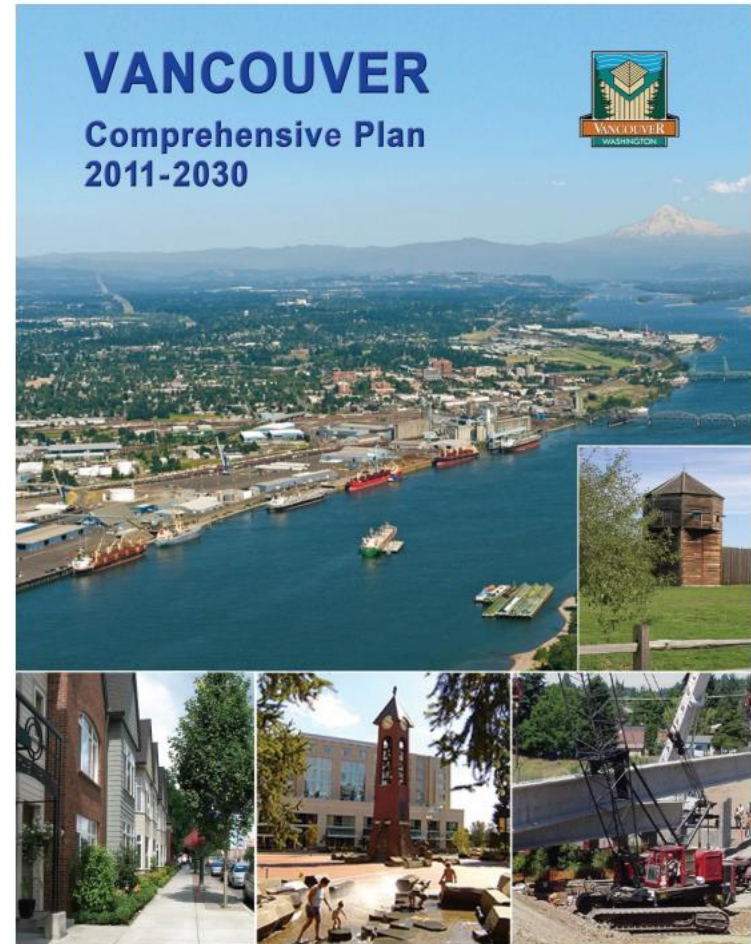
Key Initiatives Since Last Update

- Recently updated Parks, Recreation and Cultural Services Comprehensive Plan- this is the Parks element of overall Comprehensive Plan
- Reside Vancouver – Anti Displacement Strategy
- Fourth Plain Forward Action Plan
- The Heights District Plan
- C-Tran current and future high-capacity transit investments and associated equitable transit investment strategy
- Revival of efforts to replace Interstate Bridge (IBRP)

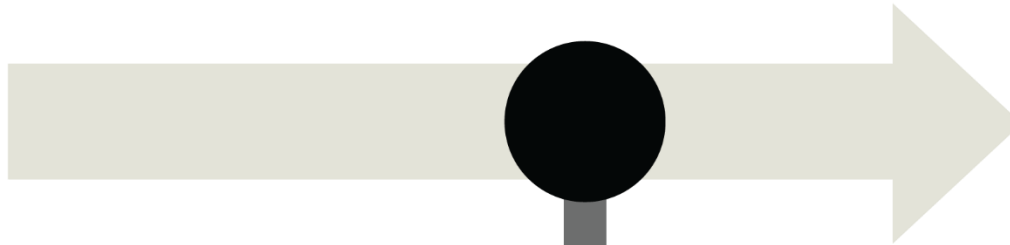
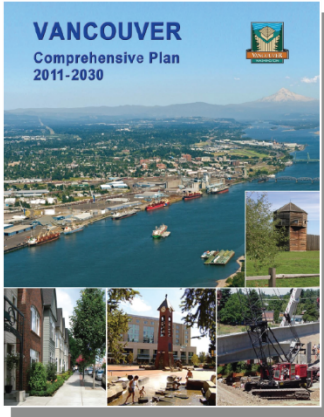
Existing Plan Overview

Plan Layout

- Organization
- Preface
- Community Development
- Economic Development
- Housing
- Environment
- Public Facilities and Services
- Annexation
- Implementation



Key Areas to Evaluate



The Next Vancouver Comp Plan

2025 - 2045

Evaluate Land Use Vision and Housing goals and strategies to reflect current day issues.

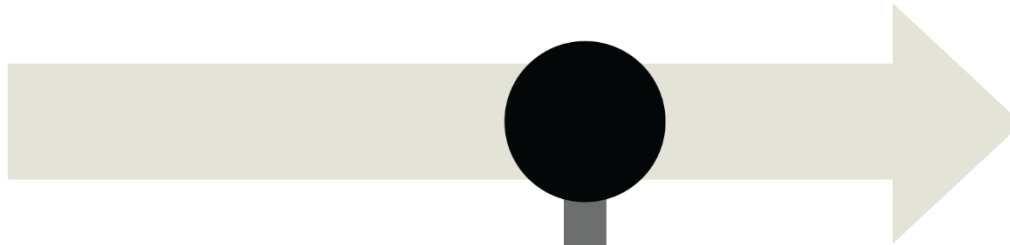
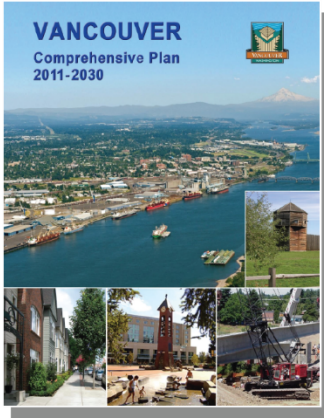
Evaluate better mechanisms to track implementation – metrics, criteria, indicators

Modify Environment chapter (mostly focused on stewardship) to include Climate Action Strategy, adaptation, and resiliency components.

Add Equity element that identifies specific equity definitions, goals and outcomes, as well as integrate equity into all other elements

Establish co-creative process that provides clear communication and documentation of how community engagement influences plan outcomes

Key Areas to Evaluate



The Next Vancouver Comp Plan

2025 - 2045

Break down public facilities and services into separate components - necessary for plan clarity.

Improve clarity, readability, and ability to understand and implement the plan (everyone)

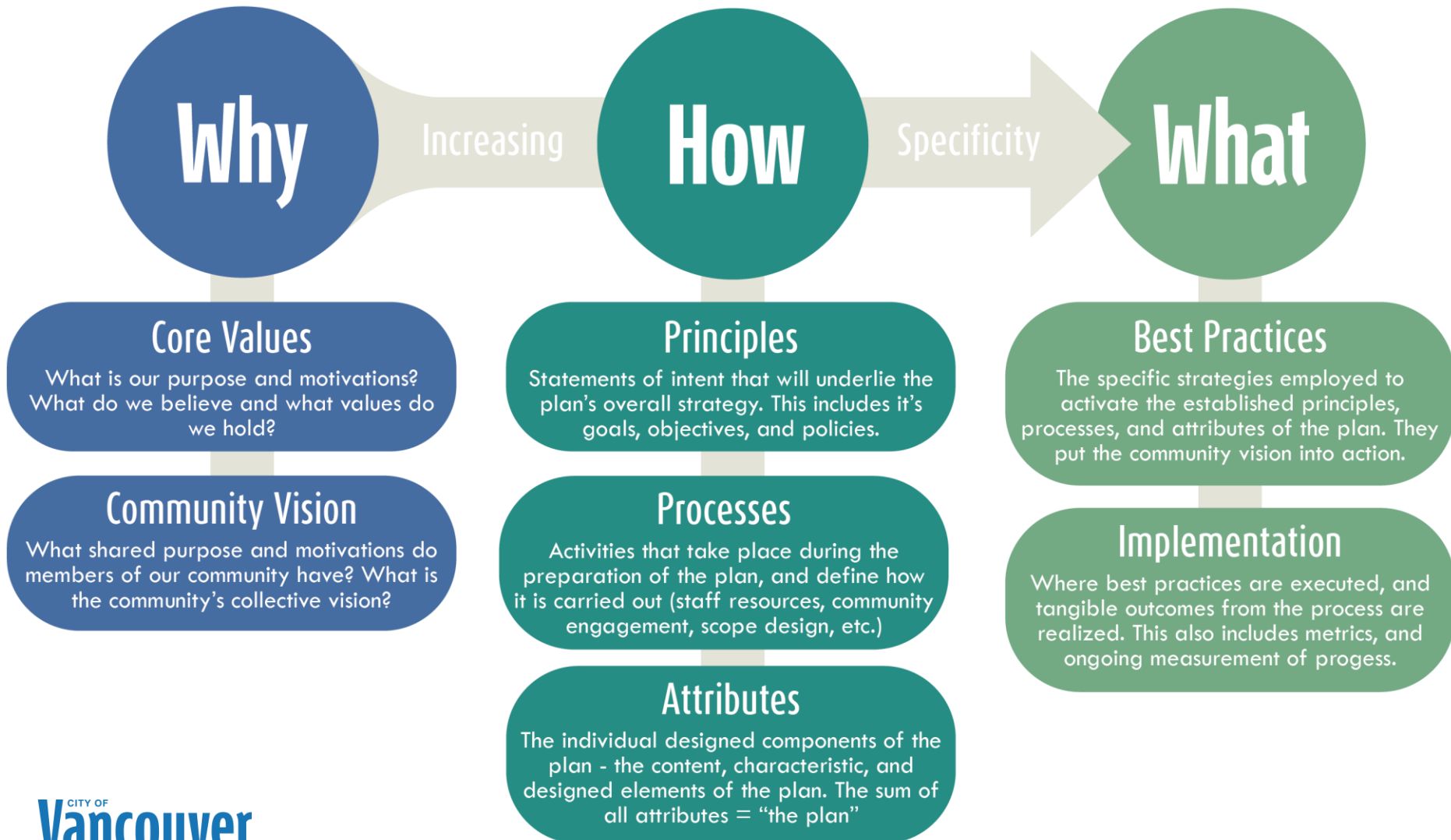
More detailed discussion of Annexation Strategy - how do unincorporated lands within the VUGA impact plan outcomes and ability to meet plan goals?

Embed equity, sustainability, affordability and other key community values throughout all chapters in the plan

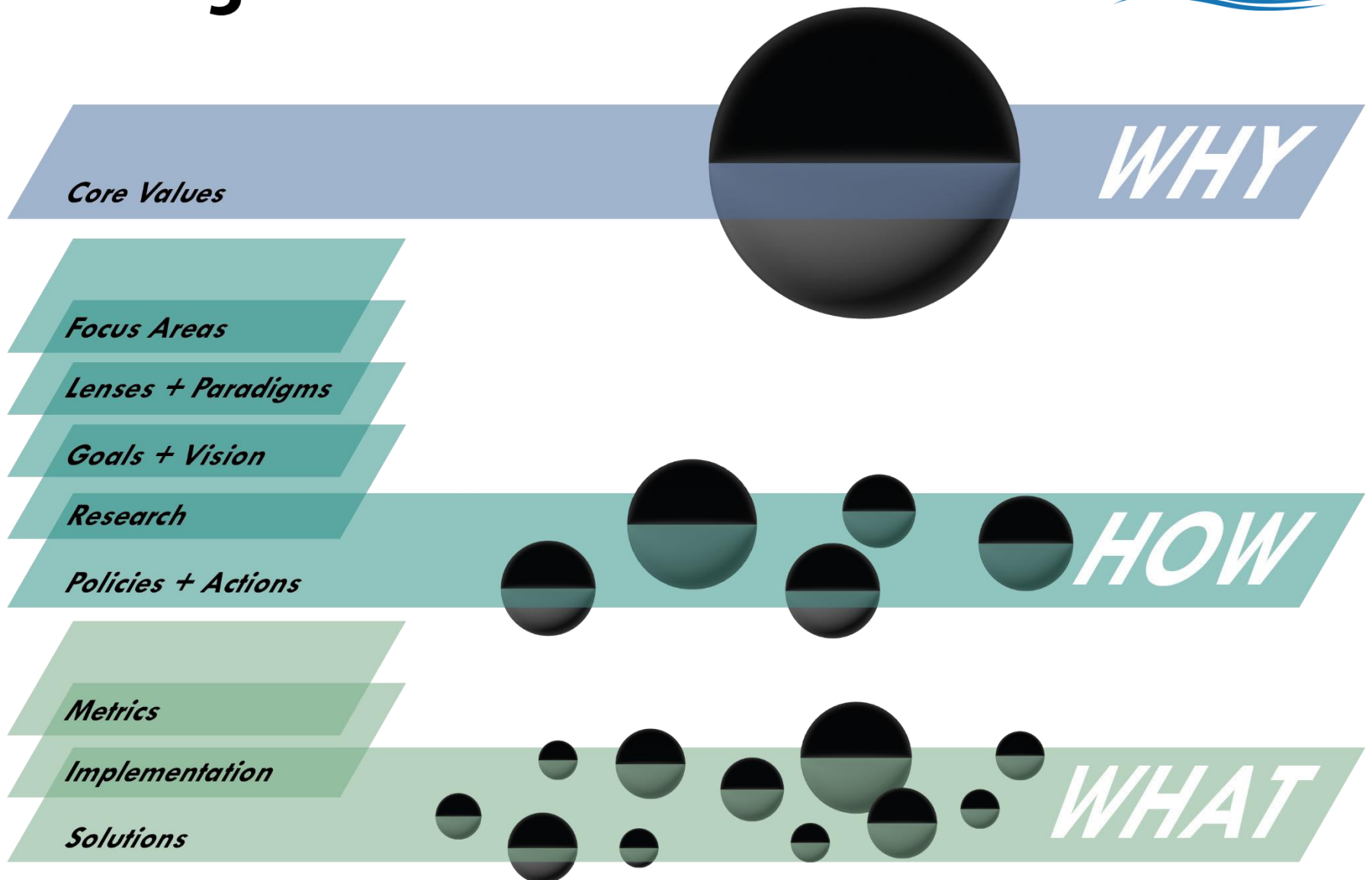


Defining Scope / Process Overview

Plan Methodology

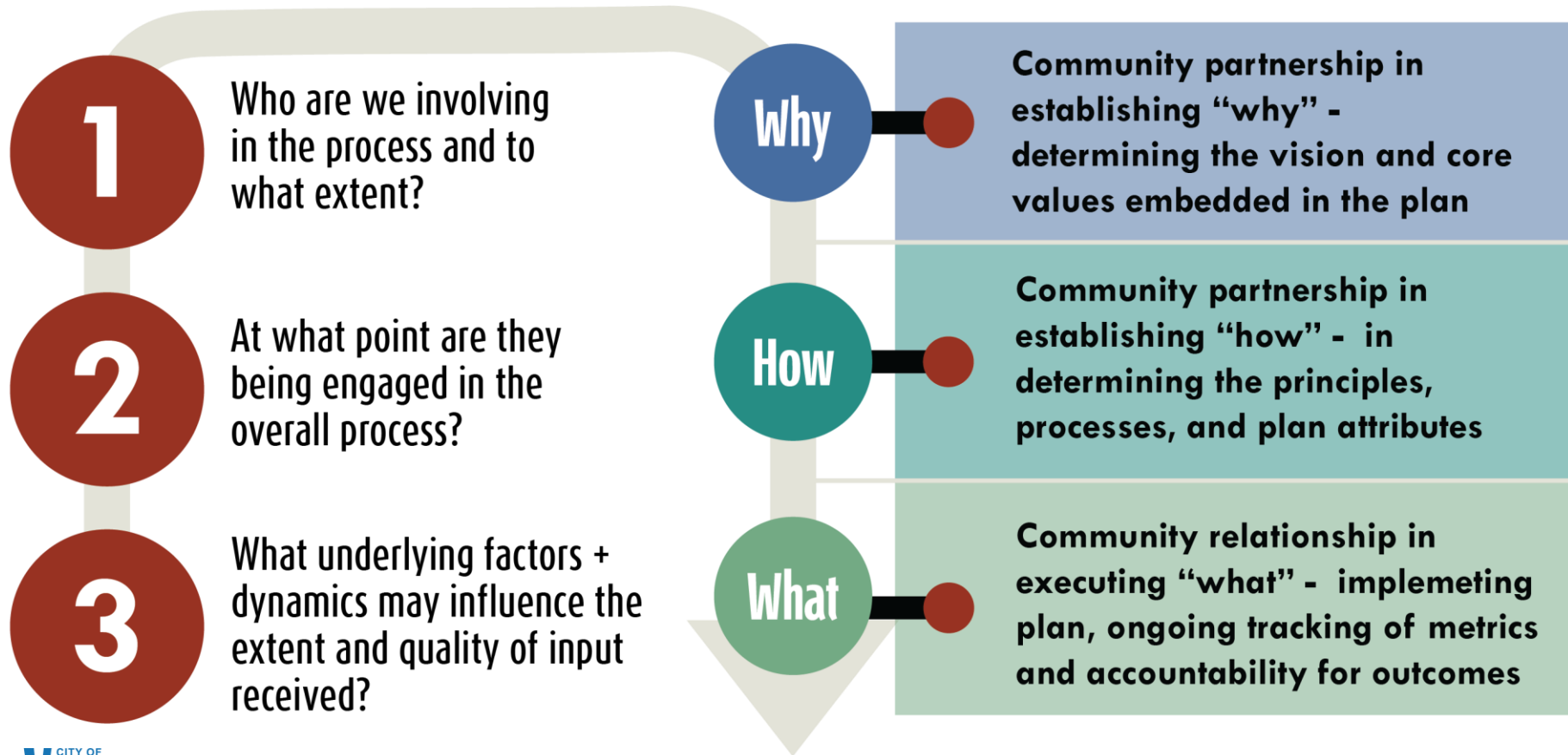


Getting to “What”



Community Engagement

Process Design – the ability for community engagement to be effective and meaningfully inform the plan is entirely dependent on how the overall process is designed. Staff is actively thinking about the following three questions:



IAP2 Spectrum of Public Participation

INCREASING IMPACT ON THE DECISION 					
	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. We will seek your feedback on drafts and proposals.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will work together with you to formulate solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

Data Needs

Land Use

- City specific land capacity analysis and growth projections
- Analysis of performance and function of existing commercial corridors and manufacturing centers
- Parking evaluation – what is current and future supply / demand based on overall land use vision
- Evaluation of Transit Oriented Development opportunities along high capacity transit (HCT) corridors
- Evaluation of commercial, office and industrial land use trends, barriers to development, and economic development opportunities
- Understand the relationship between growth, capital facilities, land use specific climate action recommendations, and future annexation strategy

Housing

- Housing needs assessment – inventory + analysis of existing and projected housing needs to meet 2045 growth scenario
- Assessment of overall housing trends in the region
- Assessment of barriers to housing development by type
- Assessment of racially disparate impacts in housing, as defined in HB 1220
- Clear understanding and definition of different market segments of housing and strategies to increase housing production and access at all income levels

Data Needs

Climate

- Assessment and analysis of urban form changes needed to support community wide GHG reduction goals
- Assessment of climate adaptation and resilient land use strategies the City can implement within its land use vision
- Assessment of development density targets that meet growth projections and accommodate other climate mitigation and adaptation needs- example: more room for trees, more room for stormwater infrastructure

Other

- Review of all existing adopted plans, policies and procedures to understand relationship with the Comprehensive Plan
- Comprehensive review of community demographic data
- Conduct audit of the City's Land Use Code, recommend changes based on overall plan outcomes
- Evaluation of Capital Facilities plans and investments needed to support growth projections and strategies

Expected Deliverables

**Updated
Comprehensive
Plan**

Updated
Parking
Regulations

Additional
Park Funding
Mechanisms

**Modified Title 20
Land Use Code +
other “Tools”**

Land Use +
Built
Environment
Vision

SEPA Review

Equitable,
Documented
Engagement
Process

Resilient
Infrastructure
Facilities +
Utilities

Urban Park
Designation
Standards

Dashboards:
Housing,
Employment
+ others

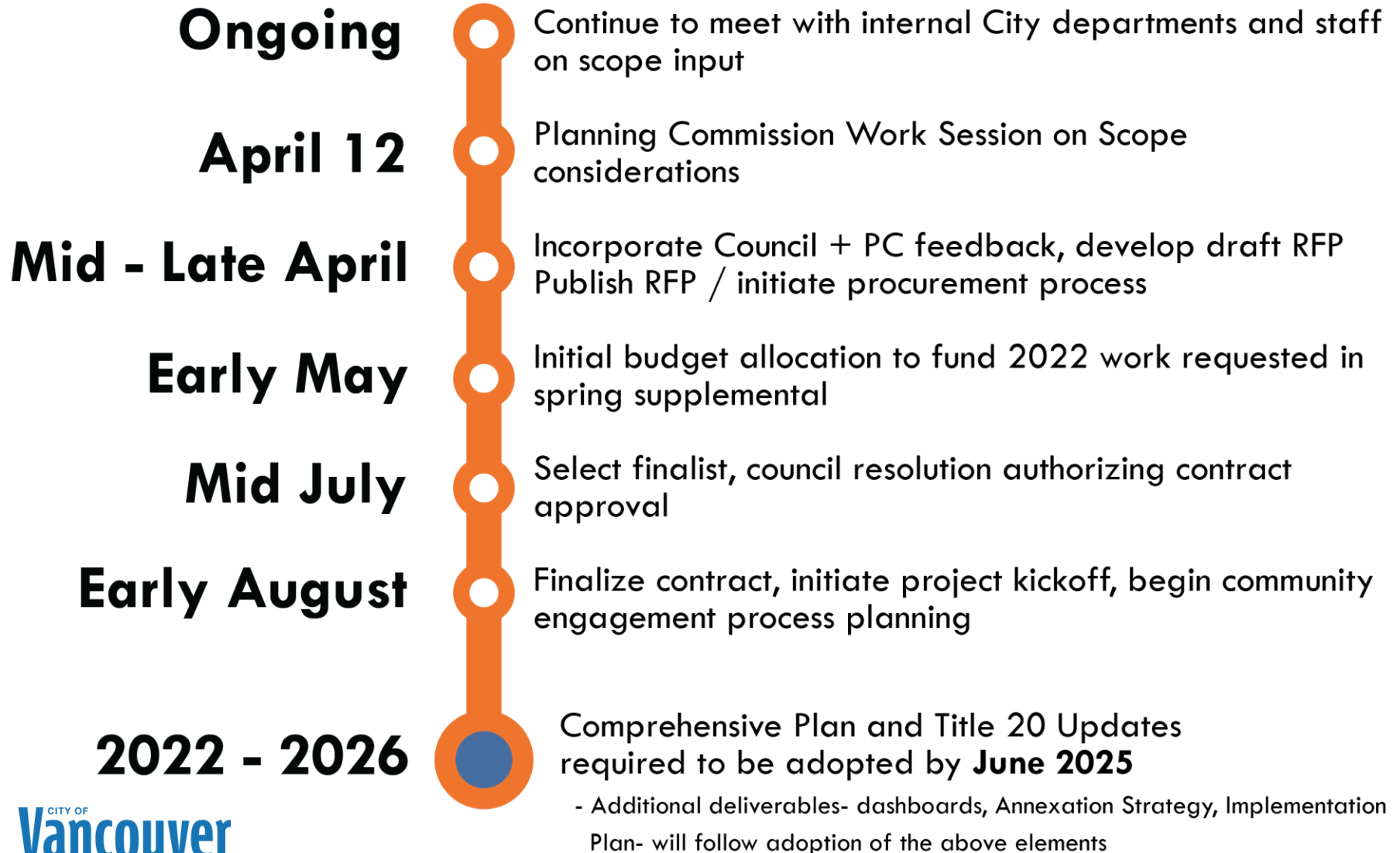
Annexation
Strategy

Relationship
establishment
between other
plans

**Additional priorities
uncovered during
plan process**

**Implementation
Strategy**

Next Steps



Questions for Council

1

What would you like to see incorporated into the overall approach of the comprehensive plan?

2

What factors, trends, or considerations are critical to incorporate as part of the update process?

3

How do we prioritize the high level of competing demands to address in this plan update?

4

Are there elements or key considerations that were not discussed today that should be included?

Questions and Discussion

Rebecca Kennedy, Deputy Director
rebecca.kennedy@cityofvancouver.us

Domenic Martinelli, Senior Long Range Planner
domenic.martinelli@cityofvancouver.us



Staff Report: 015-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/6/2023

SUBJECT Continued use of Washington State contract #06619 for Copiers and Managed Print Services

Key Points

- The City contracts with Copiers Northwest through WA State contract #06619 for copiers, multi-function devices, scanners, supplies and related services.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The contract is set to expire July 31, 2024 and may be extended.
- The State contract is competitively bid and saves the City time and resources compared with performing our own solicitation.

Strategic Plan Alignment

None

Present Situation

The City uses Washington State contract #06619 to purchase copiers, multi-function devices, supplies and related services. This contract is utilized by all departments.

The City is requesting authorization to continue to use the contract to procure these commodities through the end of the contract, which is 7/31/2024, and into any extended period negotiated by the State of Washington.

The City is approaching the \$300,000 City purchasing threshold and requests authority to continue to purchase from this contract up to the amounts approved by Council in the City's budget process.

Advantage(s)

1. Economies of scale achieved by purchasing through the State of Washington provide better

pricing than the City could obtain on its own.

2. Cooperative purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None

Budget Impact

1. Expenditures under this contract are anticipated to be approximately \$140,000 in 2023 and are included in Council's adopted 2023-24 budget.
2. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Washington State contract #006619 with Copiers Northwest for the life of the contract up to the current authorized budget.

Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- ▣ Canon USA Master Agreement
- ▣ Canon Amendment 1
- ▣ Canon Amendment 2
- ▣ Canon Amendment 3



AMENDED & RESTATED

PARTICIPATING ADDENDUM

NASPO VALUEPOINT

COPIERS & MANAGED PRINT SERVICES

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 140595

Canon U.S.A. Inc.

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 06619

This Amended and Restated Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Canon U.S.A. Inc., a New York corporation ("Contractor") and is dated and effective as of March 2, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services and Contractor entered into a Participating Addendum dated as of March 2, 2020. Such Participating Addendum, however, omitted one of the competitively solicited and awarded contract categories for which the State of Washington desires to participate. Accordingly, as of June 1, 2020, Enterprise Services and Contractor desire to

amend and restate the Participating Addendum and agree that this Amended and Restated Participating Addendum supersedes and replaces, in full, the prior Participating Addendum.

- E. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- F. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the following Copiers and Managed Print Services contract categories led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services**
- Supplies
- Software
- Accessories for Discontinued Base Units

**Provided, however, that in regard to the Managed Print Services (MPS) contract category, notwithstanding any provision to the contrary, the MPS contract category is limited as follows:

- (a) Contractor(s) may not provide MPS maintenance or repair services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so and provide a copy of the same to the Purchasing Entity; and
- (b) All MPS engagements shall require Contractor and the Purchasing Entity to complete a detailed statement of work, similar to the format provided as Exhibit C (MPS Statement of Work) in the Master Agreement. Such MPS Statement of Work must be signed by Contractor and the Purchasing Entity prior to the commencement of any Managed Print Services.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

- (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - a) State universities – i.e., University of Washington & Washington State University;
 - b) Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - c) Evergreen State College;
 - d) Community colleges; and
 - e) Technical colleges.
- (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
 - (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior

approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract Number: 06619
 - The NASPO Master Agreement Number: 140595
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase reduce or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

- 3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and

at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.
- (c) **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) **OCIO POLICY & SECURITY COMPLIANCE:** Contractor represents and warrants that it shall comply, to the extent applicable, with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at <https://ocio.wa.gov//policies>. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be

subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with *OCIO Policy 141.10 - Securing Information Technology Assets Standards*.

- (e) **GREEN/SUSTAINABLE.** Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance.

3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION: Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor and designated local dealer network are authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) **INVOICES.** Contractor and designated local dealer network must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
 - Washington Master Contract Number 06619;
 - Lead State Master Agreement Number: 140595;
 - Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 - Applicable Purchasing Entity's order number;

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

- 4. LEASES:** Any Purchaser that desires to lease equipment pursuant to the Master Agreement, must have the authority to do so. This Participating Addendum does not provide independent authorization for Purchaser to lease equipment. In addition, Purchaser, that are state agencies must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), [policy 30.20.70](#) and [90.40.45](#) regarding any leases of equipment.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Canon U.S.A. Inc.,
One Canon Park
Melville, New York 11747

Attn: Dave Rothauser
Tel: (631) 330-5443
Email: isgbidadmin@cusa.canon.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Breann Aggers
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

6. **CONTRACTOR'S AUTHORIZED LOCAL DEALER NETWORK/SUBCONTRACTORS:** Contractor shall provide the products/services included within the scope of this Participating Addendum through its Contractor's Authorized Local Dealer Network. For purposes of this Master Agreement and Participating Addendum, Contractor's Authorized Local Dealer Network for the State of Washington are those firms listed in Exhibit A - Authorized Local Dealer Network. Contractor shall ensure that each of its Authorized Local Dealer Network subcontractors perform in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Except for subcontracts with Contractor's Authorized Local Dealer Network ("Authorized Local Dealer Network" or "Designated Subcontractors"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- a) **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its Authorized Local Dealer Network to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum
- b) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Authorized Local Dealer Network subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Authorized Local Dealer Network.
- c) **PURCHASER PAYMENT REGARDING CONTRACTOR'S AUTHORIZED LOCAL DEALER NETWORK.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by an Authorized Local

Dealer Network subcontractors for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's Authorized Local Dealer Network. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Authorized Local Dealer Network, Contractor shall remain responsible for performance.

- d) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Authorized Local Dealer Network subcontractors and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. **SHOWROOM EQUIPMENT:** Upon request by a Purchasers, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental subject to the terms and conditions of this Participating Addendum and, in addition subject to the following conditions:
- a. At the time of such conversion, the meter count on Group A and Group B Devices must not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices must not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least five percent (5%) off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
 - c. The Purchasing Entity and the Contractor must state on the Order that the Device is a showroom model and reflect the applicable discount.
8. **SOFTWARE:** Purchasers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
9. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

10. GENERAL:

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Corinna Cooper
 Its: Enterprise Procurement Manager

CANON U.S.A. INC.,
NEW YORK CORPORATION

By: 
 Shinichi Yoshida
 Its: Executive Vice President & G.M.

Exhibit A
Authorized Local Dealer Network
 For
 Canon U.S.A Inc.

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized dealer (the person or firm you contractually authorize to fulfill contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, minibusiness, Washington State Office of Minority and Women's Business Enterprise (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veteran's Affairs (DVA) certified veteran-owned business.

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
Address:	14747 Nw Greenbrier Prkwy., Beaverton, OR 97006
Contact:	Peter Dresler
Phone:	503-641-2000
Email:	peter.dresler@pacificoffice.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	1400 King St, Suite 106, Bellingham, WA 98229
Contact:	Debbie Raphael
Phone:	360-714-8697
Email:	draphael@copiersnw.com

Authorized Dealer:	H&H Business Systems
Certifications Status:	N/A
Address:	733 - 5th St., Ste. #H, Clarkston, WA 99403
Contact:	Yousif Kaddoura
Phone:	509-922-1000
Email:	yousifk@handhsystems.com

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
Address:	1010 SE Everett Mall Way Everett, WA 98208
Contact:	James Pierson
Phone:	503-601-2238
Email:	james.pierson@pacificoffice.com

Authorized Dealer:	Electronic Business Machines
Certifications Status:	N/A
Address:	802 134th St., SW-STE 170, Everett, WA 98204
Contact:	Dave Schlosser
Phone:	425-347-2244
Email:	dschlosser@ebmco.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	5007 Pacific Hwy., E #23, Fife, WA 98424
Contact:	Debbie Raphael
Phone:	253-926-3003
Email:	draphael@copiersnw.com

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
Address:	3202 20th Street East, Fife, WA 98424
Contact:	Todd Gregg
Phone:	253-572-6482
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
Address:	8601 W. Clearwater Ave., Kennewick, WA 99336
Contact:	Jonathan Hall
Phone:	509-581-3912
Email:	johall@csa.canon.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	7103 W Clearwater Ave., Kennewick, WA 99336
Contact:	Brian Fortney
Phone:	509-735-9795
Email:	bfortney@copiersnw.com

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
Address:	7913 W. Grandridge Blvd., Kennewick, WA 99336
Contact:	James Freeman
Phone:	509-735-0502
Email:	James.Freeman@pacificoffice.com

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
Address:	11050 118th Place NE, Kirkland, WA 98033
Contact:	Todd Gregg
Phone:	425-827-0611
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	655 Golf Club Place SE, Lacey, WA 98503
Contact:	Debbie Raphael
Phone:	360-438-1107
Email:	draphael@copiersnw.com

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
Address:	3773 Martin Way E, Ste. 103C, Olympia, WA 98506
Contact:	Todd Gregg
Phone:	360-438-8315
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Pacific Office Equipment Inc.
Certifications Status:	N/A
Address:	314 East 8th Street, Port Angeles WA 98362
Contact:	Tom Baermann
Phone:	360-417-3600
Email:	SALES@POEINC.COM

Authorized Dealer:	Imperial Office Machines, Inc.
Certifications Status:	N/A
Address:	3929 SE Hawthorne Blvd, Portland, OR 97214
Contact:	Rick Gardner
Phone:	503-233-1127
Email:	rgardner@imperialofficesolutions.com

Authorized Dealer:	H&H Business Systems
Certifications Status:	N/A
Address:	5140 East Seltice Way, Post Falls, ID 83854
Contact:	Yousif Kaddoura
Phone:	509-922-1000
Email:	yousifk@handhsystems.com

Authorized Dealer:	Excel Business Systems Inc.
Certifications Status:	N/A
Address:	1340 Lumsden Rd., Ste 110, Port Orchard, WA 98367
Contact:	Mark Trenary
Phone:	253-473-9663
Email:	mtrenary@ebs-nw.com

Authorized Dealer:	Pacific Office Equipment Inc.
Certifications Status:	N/A
Address:	1139 Water Street, Port Townsend, WA 98368
Contact:	Tom Baermann
Phone:	206-385-7547
Email:	SALES@POEINC.COM

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
Address:	6729 E Marginal Way South Seattle, WA 98108
Contact:	James Pierson
Phone:	206-305-8328
Email:	james.pierson@pacificoffice.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	601 Dexter Avenue NO., Seattle, WA 98109

Contact:	Debbie Raphael
Phone:	206-282-1200
Email:	draphael@copiersnw.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	615 S Alaska, Seattle, WA 98108
Contact:	Debbie Raphael
Phone:	206-282-1200
Email:	draphael@copiersnw.com

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
Address:	1064 4th Avenue South, Seattle, WA 98134
Contact:	James Pierson
Phone:	503-601-2225
Email:	james.pierson@pacificoffice.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
Address:	10102 E Knox Ave., Ste. 400, Spokane, WA 99206
Contact:	Michael Wayne Davis
Phone:	509-242-2140
Email:	michdavis@csa.canon.com

Authorized Dealer:	H&H Business Systems
Certifications Status:	N/A
Address:	15320 E Marietta, Ste #9, Spokane, WA 99216
Contact:	Yousif Kaddoura
Phone:	509-922-1000
Email:	yousifk@handhsystems.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	10102 E Knox Suite 500 Spokane Valley, WA 99206
Contact:	Brian Fortney
Phone:	509-892-0700
Email:	bfortney@copiersnw.com

Authorized Dealer:	Excel Business Systems Inc.
Certifications Status:	N/A
Address:	5449 South Tacoma Way, Tacoma, WA 98409
Contact:	Mark Trenary
Phone:	253-473-9663
Email:	mtrenary@ebs-nw.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
Address:	12856 Interurban Ave. S., Tukwila, WA 98168
Contact:	Christopher Rees Thrower
Phone:	206-694-1821
Email:	cthrower@csa.canon.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
Address:	550 Andover Park W., Tukwila, WA 98188
Contact:	Christopher Rees Thrower
Phone:	206-694-1821
Email:	cthrower@csa.canon.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
Address:	801 West Yakima Ave., Yakima, WA 98902
Contact:	Jonathan Roensch
Phone:	503-277-1121
Email:	jroensch@csa.canon.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
Address:	1101 Yakima Avenue, Yakima, WA 98902
Contact:	Brian Fortney
Phone:	509-654-7640
Email:	bfortney@copiersnw.com

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
Address:	2201 W. Nobb Hill Blvd., Yakima, WA 98902
Contact:	Todd Gregg
Phone:	509-248-3708
Email:	tgregg@ubmofwa.com

NASPO WA Amended PA - canon signed

6.29.20 (003)

Final Audit Report

2020-07-07

Created:	2020-07-01
By:	breann aggers (breann.aggers@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA35Zkkt5ln1p_me_3KCBXkKmMInvobM5Z

"NASPO WA Amended PA - canon signed 6.29.20 (003)" History

-  Document digitally presigned by DocuSign\, Inc. (techops@docusign.com)
2020-06-29 - 5:46:07 PM GMT- IP address: 198.238.242.30
-  Document created by breann aggers (breann.aggers@des.wa.gov)
2020-07-01 - 2:56:33 PM GMT- IP address: 198.238.242.30
-  Document emailed to Corinna Cooper (corinna.cooper@des.wa.gov) for signature
2020-07-01 - 2:57:24 PM GMT
-  Email viewed by Corinna Cooper (corinna.cooper@des.wa.gov)
2020-07-07 - 7:56:57 PM GMT- IP address: 198.238.242.30
-  Document e-signed by Corinna Cooper (corinna.cooper@des.wa.gov)
Signature Date: 2020-07-07 - 7:57:13 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Signed document emailed to breann aggers (breann.aggers@des.wa.gov) and Corinna Cooper (corinna.cooper@des.wa.gov)
2020-07-07 - 7:57:13 PM GMT

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140595	Amendment CMS # 170824
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Canon U.S.A., Inc.** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **August 8, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140595**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2022, and ending on December 31, 2022.

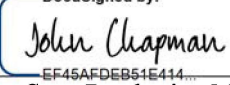
7. START DATE

This Amendment shall take effect on January 1, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

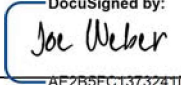
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Canon U.S.A., Inc. Mason Olds By: _____ Title: _____ SVP DocuSigned by:  36621C0145CA436... Signature Date: <u>9/3/2021</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Kara Veitch, Executive Director DocuSigned by:  EF45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: <u>9/3/2021</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 
DocuSigned by:
AE2B5FC1373241D...

Date: 9/3/2021

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 140595	Amendment CMS # 175069
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Canon U.S.A., Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A.** The Parties entered into a Master Agreement effective August 8, 2019, that authorized Participating States and Entities to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140595.
- B.** The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170825, which was executed on September 3, 2021.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Goods and Services being offered under Contract.”
 - “b) Reserved.”
- B. Section 3.1.7** of the Master Agreement shall be modified as follows:
 - “Product updates are required by the 6th of the month and shall go into effect upon approval by the Lead State.”
- C. Section 3.1.10** of the Master Agreement shall be modified as follows:
 - “Price Lists received after the 6th of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor’s Price Lists may delay the approval process further.”
- D. Section 3.6.3**, Revising Pricing and Products, shall be struck in its entirety and replaced with “Reserved.”
- E. Section 4.4.3(b)(i)**, End-User Training shall be modified as follows:
 - “1) Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor’s sole

discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

"2) Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity."

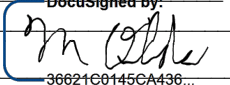
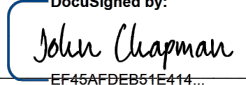
7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

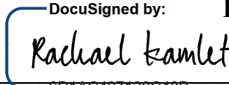
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Canon U.S.A., Inc. Mason Olds By: _____ Title: SVP DocuSigned by: _____  36621C8145CA436... Signature 4/11/2022 Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by: _____  EF45AFDEB51E414... By: John Chapman, State Purchasing Manager 4/12/2022 Date: _____
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: _____

6D1AC497138C48B...

By: _____ Date: 4/12/2022

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140595	Amendment CMS # 178452
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Canon U.S.A., Inc.** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A.** The Parties entered into a Master Agreement effective August 8, 2019, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140595.
- B.** The Master Agreement was extended through December 31, 2022 via execution of Amendment #1, CMS #170825.
- C.** The Master Agreement was amended on April 12, 2022, via Amendment #2, CMS # 175069, in order to modify language in Section 3.1.3 of the Contract.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for a final term, beginning on January 1, 2023, and ending on July 31, 2024.

7. START DATE

This Amendment shall take effect on January 1, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Canon U.S.A., Inc. By: <u>Mason Olds</u> Title: <u>SVP</u> DocuSigned by: <u>Mason Olds</u> 4B616C4FF5E14C3... Date: <u>8/26/2022</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by: <u>John Chapman</u> EF45AFDEB51E414... By: <u>John Chapman, State Purchasing Manager</u> Date: <u>8/26/2022</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Rachael Kamlet Date: 8/30/2022

DocuSigned by: 6D1AC487138C48B...



Staff Report: 016-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/6/2023

SUBJECT Approval of an increase to an existing contract with Associated Petroleum Products;
C-100810 WA State Contract #08721

Key Points

- Our original interlocal agreement for purchasing renewable diesel has expired.
- The City now needs to contract with Associated Petroleum Products through Washington State Contract #08721 to purchase renewable diesel fuel.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The city uses on average 165,000 gallons of renewable diesel annually.
- Staff is recommending that the City Council approve the continued use of this contract, which ends December 31, 2023.

Strategic Plan Alignment

N/A

Present Situation

On November 5 2022, the interlocal agreement the City had with Clark Public Utilities expired (C-100082). This contract was originally created to allow local municipalities to purchase alternative blends of renewable diesel fuel. Renewable diesel has many benefits, including reducing greenhouse gas emissions by up to 75% when compared to regular ultra-low sulfur diesel. In keeping with the City's climate action goals, and to protect itself from fluctuating fuel prices, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. This contract allows for purchasing blends of renewable diesel fuel that will reflect the Council's direction toward sustainability.
2. The vendor covered under this contract has continuously provided high quality, dependable fuel and services that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order fuel while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract and stay within the current authorized budget for purchasing fuel.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Washington State Contract #08721 for the life of the contract with Associated Petroleum Products, up to the current authorized budget.

Dan Zenger, Fleet Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Master Contract



RESTATED

REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

OLYMPIC REGION: WILL CALL AND RENEWABLE DIESEL

NORTHWEST 2 REGION: WILL CALL

SOUTHWEST REGION: RENEWABLE DIESEL

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

ASSOCIATED PETROLEUM PRODUCTS, INC.

Restated February 3, 2022

REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

OLYMPIC REGION: WILL CALL AND RENEWABLE DIESEL

NORTHWEST 2 REGION: WILL CALL

SOUTHWEST REGION: RENEWABLE DIESEL

This Regional Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Associated Petroleum Products, Inc., a Washington corporation ("Contractor") and is dated and effective as of January 1, 2022; provided that fulfillment starts on or before February 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Fuels: Gasoline, Diesel, and Renewables that is designed to enable eligible purchasers to procure specified delivery of fuel from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract. The Master Contract is limited to delivery of fuels.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 08721 dated September 2, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contract, by region and by delivery method and renewable fuel type, in which the State of Washington was divided into seven regions. In addition, within four (4) regions, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Certified Veteran-Owned businesses.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the following regions: Southwest Region: Renewable diesel, Northwest 2 Region: Will Call, and Olympic Region: Will Call and Renewable diesel.
- E. Enterprise Services and Contractor entered into a Regional Master Contract dated as of January 1, 2022. Such Regional Master Contract, however, omitted the additional awards

of two of the competitively solicited and awarded fuel types and regions. Accordingly, as of February 3, 2022, Enterprise Services and Contractor desires to restate the Regional Master Contract and agree that this Restated Regional Master Contract supersedes and replaces, in full, the prior Regional Master Contract.

- F. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- G. The purpose of this Master Contract is to enable eligible purchasers to purchase fuel delivery services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is thirty-six (36) months, commencing January 1, 2022 and ending January 1, 2025; *Provided*, however, that if Contractor is not in default and if, by December 31, 2023, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to twenty-four (24) additional months. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Fuel Specifications:	Continuously meets or exceeds the Fuel Requirements set forth in Exhibit A.
Fuel Delivery Requirements:	Meets or exceeds the Fuel Delivery Requirements set forth in Master Contract ninety percent (90%) of the time for each Purchaser.
Timely Delivery:	Must meet the delivery window for at least 97% of all deliveries.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</i>

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in – *Exhibit A Included Fuels* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Fuels*.
 - (a) Goods. For purposes of this Master Contract, "Fuels" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.

- (b) **Services.** For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
 - (c) **Specifications.** Where applicable, specifications for Fuels and/or Services are detailed in the Purchase Order. Unless otherwise specified in the Purchase Order, all Fuels and/or Services provided shall be new and unused of the latest model or design.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Fuels and/or Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Fuels/Services at no greater than the prices set forth in *Exhibit B – Prices*.
- 3.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Fuels/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Master Contract.
 - 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been

determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. PAY EQUALITY. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) calendar days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);

- (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or Purchase Order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

- 4.11. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of Contractor’s information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. WASHINGTON’S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 4.13. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s Fuels and/or Services or suggesting that such Fuels and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.15. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.16. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Fuels or Services that are the subject of this Master Contract.
- 4.17. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.18. FEDERAL CLAUSES/FTA CLAUSES. Contractor represents and warrants that for any Purchase Order for Fuel pertaining to any eligible Purchaser that is subject to the Federal Transportation Authority provisions (e.g., the Purchaser is using FTA funds in whole or in part to pay for the Fuel Products), the Purchase Order also shall be subject to the FTA Clauses set forth in *Exhibit D – FTA Clauses for Fuel*.

- 4.19. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Master Contract.
- 4.20. FUEL QUALITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall provide only fuels that meet or exceed the quality standards set forth in *Exhibit A – Included Fuels*.
- 4.21. FUEL DELIVERY REQUIREMENTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is able to and will meet or exceed the fuel delivery requirements set forth in *Exhibit A – Included Fuels*.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. FUELS WARRANTY. Contractor warrants that Fuels provided pursuant to this Master Contract comply with the fuel specifications set forth in *Exhibit A – Included Fuels* and shall be delivered in full compliance with applicable law ("Fuels Warranty"). Contractor further warrants that it has good and marketable title to the Fuels and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. FUELS REMEDY. If Goods do not comply with the Fuels Warranty, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and replacing any defective Fuels. Contractor's Fuels Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services shall comply with the delivery requirements set forth in *Exhibit A – Included Fuels*.
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Fuels or Services ("IT Fuels" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise

made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Fuels are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Fuels or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Fuels; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Fuels.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Fuels, Services, IT Fuels, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
6. **SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
 - 6.1. REGULATORY REQUIREMENTS/SAFETY. Fuels/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Fuels/Services.
 - 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Fuels which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
 - 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
 - 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.
- 6.7. SECURITY CLEARANCE. Some deliveries will be made to secure facilities and drivers entering those facilities will have to have clearance prior to admittance. The clearance applications will be made available upon request. Contractor must obtain the required clearance before any scheduled delivery to secure facilities.
- 6.8. SAFETY STANDARDS. The handling of the fuel shall comply with all applicable safety laws and standards of the State of Washington and standards established by the United States Department of Transportation, the United States Department of Labor's Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Master Contract, Contractor shall:
 - (a) incorporate Contractor's responsibilities under this Master Contract into its subcontracts;
 - (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Master Contract;
 - (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; and
 - (d) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE MASTER CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Fuels and/or Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Master Contract number. The terms of this Master

Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.

(a) WILL CALL ORDERING REQUIREMENTS. Will Call Purchasers will place fuel orders on an as needed basis for specific fuel sites. Will Call may include on-going regularly scheduled deliveries.

- i. Order Placement. Purchaser will place Will Call order with Contractor representatives. Contractor shall acknowledge all Purchaser Orders from Purchasers with valid customer accounts within one (1) business day. Contractor will deliver requested fuel volume within two (2) business days after a verbal, electronic, written or faxed order is received. Purchaser will set delivery time and special requirements for delivery.
- ii. Fuel Amount. The amount of fuel product delivered by Contractor must be reasonably equal (within +/- 2%) to the amount of fuel product ordered by Purchaser.

(b) KEEP-FULL ORDERING REQUIREMENTS.

- i. Setup and Order Placement. Keep-Full service requires Contractor and Purchaser to have a post award agreement that meets Purchaser's needs. Contractor guarantees that their supply agreements provide sufficient capacity to satisfy Purchaser's needs. In general, the state expects that tank levels never fall below 20% of capacity before refueling occurs. Purchasers will be allowed to adjust this percentage up or down in their subsequent Keep-Full agreement depending upon their own unique business requirements. Tanks that are 35% full (15 percentage increments of tank capacity above the lower threshold) will not incur fee other than the price of the fuel unless otherwise agreed in the Keep-Full agreement.
- ii. Initiating Keep-Full. Prior to initiating Keep-Full coverage, Purchasers will be required to provide Contractor with their specific delivery requirements, which identifies information such as:
 - a. Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
 - b. Available delivery time frames and/or the days and times when deliveries can or cannot occur.
 - c. Minimum allowable tank level percentage before refueling is to occur.
 - d. Delivery access procedures, protocols, and or special instructions, if any.
 - e. Requested activation date (not to exceed five calendar days of request).
 - f. Place lower delivery service fees, if any, in the Special Instructions box.
- iii. Keep-Full Inventory Management. Contractor shall monitor tank inventory levels to effectively manage tank inventories. Purchasers will be responsible for providing tank level data to the Contractor in a

mutually agreed upon method. Purchasers will notify Contractor of any anticipated unusual increases in fuel demand. Contractor shall identify how often tank level data should be communicated relevant to Purchaser's fuel demand and the preferred communication method. If Keep-Full tanks are equipped with an electronic tank level monitoring system, Purchaser may choose to grant Contractor remote access to the data. If both parties agree, Contractor may equip tanks with electronic tank level monitoring equipment. Contractor will be responsible for the cost of maintaining the equipment unless otherwise agreed to by the Purchaser.

- iv. Keep-Full Contract Additions. Purchasers may activate additional tanks or initiate Keep-Full coverage for additional fuel sites. Purchaser and Contractor will mutually agree on any changes to their agreement to include added sites or tanks.
- v. Keep-Full Tank Deactivation. Purchaser will immediately notify Contractor when a fuel storage tank is deactivated and state the last day of Keep-Full service in writing. Contractor shall timely acknowledge the notification within two business days and cease service to tank or site as stated from the Purchaser.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Fuels/Services are delivered or provided as required by this Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

- (a) Deliveries are to be made in a professional manner and in accordance with industry- standard best practices. Contractor shall comply with all applicable laws, ordinances, permits, and not unreasonably encumber the premises with equipment, materials and personnel. Delivery sites will be kept free of the accumulation of waste, spillage, or other debris caused by the delivery and the unloading of the fuel.
- (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- (c) In the event that Contractor fails to fulfill delivery terms, Purchasers may purchase fuel from another supplier and Contractor will be responsible for paying any additional acquisition costs. Recurring defaults or other non-compliance to delivery terms shall be grounds for contract termination and recovery of damages.
- (d) Contractor shall verify delivery hours of each location placing orders. If Contractor arrives outside the scheduled delivery hours and is unable to or denied access to making the delivery, Purchaser shall incur no expense and Contractor assumes all liabilities and responsibility for that attempted delivery.
- (e) There will be no minimum order quantities. Purchasers may order split loads upon request to multiple fuel sites to reduce delivery fees. Fuel delivery fees are deemed not to exceed fees; they represent a ceiling but not a floor. Contractor will charge delivery fees to customers based on the distance from the rack to the

fuel site based on the Delivery information in the Price Sheet. Contractor shall over the life of the contract find innovative ways to reduce the impact of delivery fees.

- (f) Some delivery sites may have security restrictions requiring delivery personnel to pass a criminal background check before access is granted. In such cases, all on-site service personnel used to service these accounts must comply with Purchaser's security requirements and complete the necessary paperwork in order to perform the criminal background check. Purchaser will coordinate this activity and provide Contractor sufficient advance notification of this requirement. Contractor shall comply with Purchaser's security requirements within thirty (30) days of commencement.
- (g) Contractor and Purchaser shall agree on a delivery window, which shall not be more than two (2) hours, as well as a cut off time prior to the end of normal business hours during which the fuel shall be delivered. If Purchaser has provided contact information, Contractor shall contact the Purchaser with an estimated delivery delay to the agreed upon time, which shall not be less than four (4) hours advanced notice.
- (h) Contractor shall fill tanks in accordance with industry-standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions. Purchaser will be allowed to deduct any costs associated to resetting a tank's monitoring equipment from the invoice should an overfill cause the equipment to malfunction.
- (i) If Purchaser and Contractor arrange a mutually agreeable delivery date and time and Contractor is unable to fulfill the delivery (within ½ hour of the agreed upon time) due to circumstances caused by Purchaser. Contractor may bill the purchaser a demurrage fee and then reschedule the delivery.
- (j) Purchaser's fuel tank(s), for which a timely, valid order has been submitted, shall not run out of fuel as a result of any action or failure to act directly attributable to Contractor. Examples include, but are not limited to, actions such as Contractor's opting to prioritize deliveries to other customers for the sake of increased profitability or failing to maintain a reliable fuel supply chain.
- (k) Multiple Deliveries (Equitable Delivery Fee). For deliveries to multiple fuel sites with the same vehicle would require equitable split of the delivery fee. This equitable division of the delivery fee will share cost for the common miles of the delivery. This way the first delivery does not front load the delivery cost. Contractor and Purchasers will work together on the equitable delivery. Unless otherwise agreed, Equitable Delivery Fee is equally splitting the shared distance from the rack to the location between all Purchasers and splitting the drop fee proportionally between the Purchasers based on gallons delivered; provided that the total drop fee for all deliveries from that vehicle does not exceed twice the drop fee from the price sheet.
- (l) Contractor shall bear all risk of loss, damage, or destruction of the Fuels and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

- (m) All written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 8.3. EMERGENCY DELIVERY. In the event of demand spikes, regional or industry wide fuel shortages, Governor-proclaimed state of emergency, and catastrophes, Contractor shall exercise commercially reasonable efforts to make delivery of Fuel Products to Purchasers in a priority manner.
- (a) During times of Governor-proclaimed state of emergency and/or catastrophic events, Contractor shall keep delivery sources filled with employees on call 24 hours a day 7 days a week.
 - (b) In the event of an emergency, Contractor shall use commercially reasonable efforts to:
 - i. Ensure that Purchasers are supplied with adequate amounts of fuel in preparation for emergency events;
 - ii. Ensure deliveries to Purchasers are Contractor's first priority to the extent commercially reasonable;
 - iii. Establish priorities for deliveries to Purchasers based on direct communications with Purchasers or interactions with the Washington State Department of Emergency Management (and Enterprise Services), as may be required;
 - iv. Leverage its supply chain, including backup supplies, to insure continuous supply to all Purchasers during an Event; and
 - v. Provide Fuel Products whenever it is safe to do so. Roads will be determined to be unsafe if they are declared as closed by the state or federal government or upon the reasonable business judgment of Contractor.
 - vi. This reasonable business judgment shall be similar to the judgment exercised by Contractor over the previous twenty-four (24) months.
 - (c) Purchaser will be responsible for identifying the threat level for emergency deliver timeline. Washington Department of Emergency Management also may identify the threat level, which shall supersede the Purchaser's identified threat level. During times of Governor proclaimed state of emergency and/or catastrophic events Contractor shall make deliveries as follows:
 - i. Immediate threat to persons or property: Within four (4) hours. Immediate threat means that persons or property are currently subject to harm. For example, a person is in need of immediate medical attention and/or property is currently damaged due to an Event.
 - ii. Imminent threat to persons or property: Within ten (10) hours. Imminent threat means that persons or property will be subject to harm within the near future (i.e. within the next 10 hours) due to an Event. For example, if a Purchaser does not have fuel within the near future, persons will need medical attention after that time or property will be subject to damage after that time.

- iii. Impending threat to persons or property: Within eighteen (18) hours. Impending threat means that persons or property will be subject to harm within the foreseeable future due to an Event. For example, a Tsunami is forecast, within a reasonable amount of accuracy, to impact Washington or the roads will not be able to be cleared, therefore making them hazardous to travel, if fuel is not delivered.
 - (d) Deliveries may be reduced, increased, or delayed, depending on the emergency event and the immediate need of the Purchasers in order to ensure that no Purchasers run out of fuel. If a delivery is made short, Contractor shall contact the affected Purchasers prior to delivery to inform them of the short. If the Purchasers provides a reasonable business justification for refusing the short (for example, their usage rate demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.
 - (e) During times of demand spikes, regional or industry wide fuel shortages, urgent need, Governor-proclaimed state of emergency, catastrophes, and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular Purchasers, Contractor shall notify the affected Purchasers of the shortage and the expected date of return to normal operations.
 - (f) In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; *Provided*, however, that any such emergency fee must be invoiced to all of Contractor's customers.
- 8.4. EMERGENCY PLAN. In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or faxed order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
- 8.5. NEGLIGENCE. Contractor assumes all liability and responsibilities for the handling and transportation of the fuel until it has been placed in the Purchasers storage tank. Contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at Contractor's expense and to the satisfaction of the Purchaser. If Contractor fails to comply with these requirements within a reasonable time, Purchasers may deem it expedient to repair damages and perform the necessary services at the expense of Contractor. Should the fuel be unloaded into the incorrect tank (i.e. diesel fuel into a gasoline storage tank), Contractor is responsible for the immediate removal, cleaning, replacement of all products, any resulting damages, and the loss of revenue.
- 8.6. SPILL RESPONSIBILITIES. Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or

subcontractors. Contractor shall take all measures as required by law to prevent fuel spills (which includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:

- (a) If warranted, evacuate and warn those persons that may be affected by the spill.
- (b) Immediately contact the appropriate Emergency Response Agencies as required.
- (c) Notify the appropriate purchaser representative of the spill within two (2) hours.
- (d) Clean up the spill in a manner that complies with federal, state, and local laws, regulations, rules and standards.
- (e) For spills, that occur other than on a Purchaser's owned or leased property; provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards and permits.
- (f) Attend additional spill prevention training (at the contractor's expense).
- (g) Acquire (at Contractor's expense) additional spill prevention equipment.

Should Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the purchaser may do so and the contractor shall reimburse the purchaser for all expenses incurred including fines levied by appropriate agencies of federal, state, or local governments. If there are no moneys due, the remediation costs shall be the responsibility of Contractor or submitted as a claim to the bonding company.

- 8.7. SPILL NOTIFICATION AND RESPONSE PLAN. Upon request of Purchaser, Contractor will provide a copy of their spill notification and response plan within ten (10) business days after request. Any updates to the Spill Notification and Response Plan will be provided to Enterprise Services within five (5) business days.
- 8.8. ENVIRONMENTAL CONSIDERATIONS. Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided.
- 8.9. TANK TESTING. There may be occasions when Purchaser's tanks need to be "topped off" for testing purposes. In such case, Purchaser will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If Purchaser requires the delivery to occur on a specific date, Purchaser is to provide Contractor with at least five (5) business days' advance notice.
- 8.10. RECEIPT AND INSPECTION OF FUELS AND/OR SERVICES. Fuels and/or Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Fuels and/or Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Fuels and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Fuels and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Fuels and/or Services from final payment. Payment for any Fuels and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.11. ADDITIVES/CONDITIONERS/TREATMENTS. At the Purchaser's request, Contractor may be required to supply and blend a fuel additive, conditioner or treatment products to the fuel purchased. The price charged for additives, conditioners or treatments shall not exceed the lowest price charged to other purchasers and the prices are to be comparable to current market rates of other suppliers. At Purchaser's request, Contractor is to provide supporting documentation to validate price compliance.
- 8.12. BIODIESEL BLENDING.
- (a) Blending and handling of biodiesel must conform to the most current [Biodiesel Handling and Use Guidelines](#) as published by the U.S. Department of Energy.
 - (b) Contract shall use the blending methods below in order of precedence:
 - i. Premixed blend from the rack in the ordered percentage, when available consistently and reliably, filled directly into the delivery truck's storage tank.
 - ii. Injection blending using a true in-line computerized injection system that regulates the flow so that both products proportionally mix prior to entering the delivery truck's storage tank.
 - iii. In line blending using the two hose method where the biodiesel hose and the diesel hose form a "Y" connection just prior to entering the truck storage tank. Contractor shall adjust flow rates to ensure the proper mix and concentration is made for each storage tank.
 - iv. Splash blending at the rack. The biodiesel will be added to the delivery truck's storage tank first, and then the tank will be filled under pressure with petroleum diesel to achieve the requested biodiesel blend in the delivery truck's storage tank.
 - (c) All biodiesel blends will be transferred using clean hoses. If delivery vehicle has dedicated hose capability, Contractor shall use dedicated hoses properly labeled for that purpose. Contractor must ensure hoses will not contaminate the fuels or tanks and Contractor shall use cleaning techniques that prevents contamination.
- 8.13. COST MITIGATION. In accordance with [RCW 35.58.262](#), some Purchasers have the right to employ various cost mitigation strategies (i.e. hedging) in acquiring fuel via contractors. These strategies may include to futures contracts, swap transactions, option contracts, costless collars, and long-term storage. Purchasers who elect to utilize these cost-mitigation strategies may be charged a fee or other funding mechanisms to cover the cost to deploy these strategies. Enterprise Services accepts no responsibility for these services provided to Purchasers under [RCW 35.58.262](#) under the Master Contract.
- 8.14. OPERATIONAL CAPABILITY. Contract shall meet the operational capabilities:
- (a) TRAINING. Contractor will have delivery drivers trained for specific site requirements. Purchaser and Contractor may schedule site trainings for drivers at Contractor's expense. Contractor will have at least three (3) drivers trained for each site. In the event that the primary driver is unavailable, one of the alternate drivers will deliver to the location.
 - (b) SUPPLY AGREEMENT. Contractor shall use its best efforts to maintain uninterrupted relationships with refineries, pipelines, terminals, and other sources of fuel supply and distribution through supply agreements necessary to supply

Purchasers with the total quantity of required fuel for the life of the contract. These relationships and agreements must support the State of Washington's Fuel Product's needs.

- 8.15. FLEET. Contractor shall use its best efforts to insure that their carriers provide a consistently high level of professionalism, workmanship, and customer service. Contractor shall maintain a sufficient fleet of fuel trucks, either with subcontractors or under their direct control, to meet delivery needs of the State and this Master Contract. The on-time performance of all carriers must be measured by Contractor and corrective actions shall be taken to remedy poor carrier performance. Notwithstanding any provision to the contrary, Contractor must remove any particular carrier or delivery personnel from providing Service to any particular Purchaser upon Enterprise Services' or the Purchaser's request and reasonable business judgment.

9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Fuels and/or Services delivered under this Master Contract. Such invoices shall itemize the following:

- (a) Master Contract No. 08721;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Fuels/Services;
- (f) Invoice amount;
- (g) Applicable taxes;
- (h) Delivery fee calculation; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. TIMELY INVOICE. Failure to provide invoice at the time of delivery will create billing delays and accounting issues for Purchasers.

- (a) All invoices will list the type of fuel delivered. The type of fuel delivered is the actual final blends not the components of the blended fuel. For example, if purchaser request a blend of B10 a 90% volume of USLD and 10% volume of B99. The invoice will be listed as B10 and price at the contract rate.
- (b) All common blends (B5, B10, B20, R80/R20) will be priced at the rate listed in *Exhibit B – Prices*. For all other blends, prices would be based on ratio of blends using the rates in Exhibit B-Prices. For example, for the purchase of B15 the price would be 15% of B99 and 85% of USLD.
- (c) Prices of all fuels on each invoice will be based on the OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.
- (d) Will Call deliveries must be accompanied with an invoice at the time of delivery.

- (e) Keep-Full invoices will be sent to Purchaser within eight (8) hours after delivery of fuel. This invoice will include a confirmation of the volume delivered with corroborating documents, such as a bill of landing, stick measuring, or tank monitoring readouts.
 - (f) Contractor shall provide a corrected invoice available within two (2) business days from date of delivery, showing the correct/up-to-date amount.
- 9.3. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Fuels and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.4. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.5. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Fuels and/or Services furnished by Contractor pursuant to this Master Contract.
- 9.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Fuels and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

Contractor

Attn: Gary Fielder
Associated Petroleum Products, Inc.
PO Box 1397
Tacoma, WA 98401
Tel: (360) 815-4950
Email: gfielder@world-kinect.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

- (a) Contractor shall have at a minimum one (1) primary and one (1) secondary representative who will be knowledgeable about the contractual requirements and will serve as the dedicated points of contact.
- (b) The Contractor representatives must be available for Purchaser service calls during standard business hours (8 a.m. to 5 p.m. PST Monday through Friday).
- (c) The Contractor representatives must respond to Purchaser inquiries within four (4) business hours.
- (d) Purchaser requests for customer service escalation shall be resolved within one (1) business day.
- (e) In addition to Contractor representatives, Contractor shall have a dedicated, U.S. based staff for Purchaser service calls, who are familiar with the contract and its pricing parameters. Purchaser service must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST.

- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Gary Fielder
Associated Petroleum Products, Inc.
PO Box 1397
Tacoma, WA 98401
Email: gfielder@world-kinect.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.05 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times 0.0005.$$
- (b) The VMF must be rolled into Contractor's current pricing.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Contractor's failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Fuels/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Additional reports may include requests from the State Efficiency and Environment Performance Office (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.4. PURCHASER REPORT. Upon request from Purchaser, Contractor will provide Purchaser a report on their fuel data. This data must be made available to Purchaser within one (1) week of request. For any other data requested from Purchasers, Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.5. QUARTERLY SALES REPORT. Contractor must provide the following information to Enterprise Services in an electronic spreadsheet format within fifteen (15) days following any calendar quarter:
 - (a) Volumes and types of fuel(s) delivered (including whether clear or dyed)
 - (b) Purchaser Name
 - (c) Date of Date
 - (d) Delivery Location
 - (e) Invoice Number
 - (f) Tank Capacity
 - (g) Average gallons delivered by fuel site
 - (h) Actual fuel(s) delivered
- 11.6. LAB TEST RESULTS. Upon request from Purchaser, Contractor will provide purchaser test results from supplied materials. If Contractor has testing results available, Contractor will provide the results to Purchaser at zero cost. If Contractor testing results are not available, Purchaser will be responsible for the cost of the fuel testing. This data must be made available to

Purchaser within one (1) week of request. For any other data request from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.

- 11.7. OTHER REQUIRED REPORT(S). All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, per unit quantities sold, contract price, source of in-state feedstock and/or production in an electronic format that can be read by MS Excel. Additional reports may include requests from State Efficiency and Environment Performance (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
- 11.8. TANK MONITORING REPORT. If Contractor provides tank monitoring to Purchasers, they may request a tank monitoring report. Contractor will provide such report within five (5) business days.
- 11.9. WASHINGTON SMALL AND/OR DIVERSE BUSINESS INCLUSION
 - (a) QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of Washington Small Businesses, Washington State certified diverse businesses ,and Certified Veteran-Owned Businesses such report shall detail which, if any, such businesses Contractor has utilized for purposes of this Master Contract and whether such) firm(s) meet the applicable Washington State criteria to be a 'Washington Small Business,' a 'diverse business,' or a Certified Veteran-Owned Business and report the amount paid to each such firm. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.
 - (b) SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE firm under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.
 - (c) DIVERSE BUSINESS INCLUSION. Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Diverse businesses are defined in WEBS as follows: small business, microbusiness, mini-business, Washington State Office of Minority and Women's Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Upon request, Contractor shall report to Enterprise Services it's spend with certified diverse businesses. Such reports shall include the period covered and sales amount by Purchasing Entity to such businesses.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Fuels/Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on

Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Fuels or Services provided, or the use of the Fuels or Services under this Master Contract. If Purchaser's use of Fuels or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Fuels or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Fuels or Services with substantially similar and functionally equivalent non-infringing Fuels or Services.

- 15. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving

party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Fuels properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Fuels/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **EXPIRATION – OBLIGATIONS.** Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Master Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect

to any Fuels or Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Master Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract
- (b) Contractor fails to timely report contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due; or
- (d) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Fuels and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Fuels or Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Fuels and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this

Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.

- 18.3. ENTIRE AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED FUELS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Fuels and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 18.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Fuels and/or Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Fuels/Services to Purchaser.
- 18.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the

transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Elena McGrew
Its: Statewide Enterprise Procurement
Manager

ASSOCIATED PETROLEUM PRODUCTS, INC.,
a Washington corporation

By: Jim Pederson
Jim Pederson
Its: VP NA Sales Leader

INCLUDED FUELS

All fuel must meet Washington state fuel quality standards as provided by Washington's Motor Fuel Quality Act, RCW [19.112](#), as administered by the Washington State Department of Agriculture (WSDA). Current WSDA rules adopt the national standard for the definitions and requirements for standard fuel specifications: Uniform Engine Fuels and Automotive Lubricants Regulation as adopted by the National Conference on Weights and Measures and published in [NIST Handbook 130, 2016 Edition](#). Gasoline and Gasoline-Oxygenate Blends in the Engine Fuels and Automotive Lubricants Regulation. The national standards are developed by ASTM, the national voluntary standards organization formed to develop standards on the characteristics and performance of fuels and other materials, products, systems and services. Any reference to an ASTM shall mean the most current version of the ASTM fuel standard as adopted by the Washington State Department of Agriculture.

Fuel Product Type	Specification
Gasoline – Unleaded	
Up to 10% ethanol (check with Purchasers to see if they use E15 in their vehicles.)	
Regular 7.8 RVP and 9.0 RVP	ASTM D4814
Midgrade 7.8 RVP and 9.0 RVP	
Premium/Supreme 7.8 RVP and 9.0 RVP	
Ethanol Fuel	
Ethanol E15 (11-15%)	ASTM D5798
Ethanol Flex Fuel (51-85% Ethanol)	
Ultra Low Sulfur Diesel (ULSD) Fuels	
ULSD #1 Clear and Dyed	ASTM D975
ULSD #2 Clear and Dyed	
Biodiesel	
Biodiesel B99 – Clear and Dyed	ASTM D6751
Biodiesels B1-B5 – Clear and Dyed	ASTM D975
Biodiesels B6 - B20 – Clear and Dyed	ASTM D7467
Renewable Diesel (RD)	

Fuel Product Type	Specification
Renewable Diesel R99-Clear and Dyed	ASTM D975
Renewable Gasoline	
Regular	ASTM D4814

A. General Requirements: All fuel must be free from contamination – i.e., free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants.

B. Additional Requirements for Biodiesel and Renewable Diesel Fuels:

1. Contractor must be able to provide biodiesel and renewable diesel (if available) in any percentage range from 1 to 99 through fuel blending.
2. The biodiesel used for blending must meet ASTM D6751 specifications. The remainder of the fuel must be a diesel or Renewable Diesel fuel that meets ASTM D975 specifications. For these purposes, co-refined diesel is not considered biodiesel or Renewable Diesel.
3. Renewable Diesel. RCW 19.112.010 Renewable diesel means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal environmental protection agency in 40 C.F.R. Part 79 (2008) and meets the requirements of American society of testing and materials specification D 975.
 - a. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the renewal diesel at Contractor's expense.
 - b. Must be filter-cleaned to 20 microns or less.
 - c. If requested by Purchaser, Contractor shall provide a product transfer document (PTD) detailing the type and source of feedstocks producer of the fuel, and carbon intensity ("CI"), if available, for all gallons of renewable diesel sold and delivered to a Purchaser.
 - d. Shall have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
4. All deliveries of Renewable Diesel and/or Bio Diesel will include a product transfer document (PTD) showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance of this contract requirement. If Washington State adopts an LCFS program during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased. A temporary fuel pathway code may be referenced if the producer is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs.

- a. Feed-stocks will not include palm oil due to CI concerns.
- 5. If third party verification determines that CI documentation or feedstock/batch production exceeded five percent total volume in excess of a CI score of 60, or feedstock production claims were inaccurate or not in compliance with specifications outlined, the Contractor will be liable for damages as outlined in standard terms and conditions of this Master Contract.
- 6. Biodiesel fuels:
 - a. Must be produced by a BQ-9000 certified facility.
 - b. Must be manufactured from at least fifty-one percent (51%) Washington state feedstock and/or biodiesel produced in Washington State. RCW 43.19.646
 - c. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the biodiesel at Contractor's expense.
 - d. Must be filter-cleaned to 5 microns or less.
 - e. Must be less than two (2) months old (measured from date of manufacture) at the time of delivery to Purchaser.
 - f. If requested by Purchaser, Contractor shall provide a PTD detailing the type and source feedstock producer of the fuel and CI, if available, for all gallons of biodiesel sold and delivered to a Purchaser.
 - g. Feed-stocks will not include palm oil due to CI concerns.
 - h. Must have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
 - i. All fuel information provided for the fuel sold will be subject to third party verification at the request of the Purchaser at any time. Purchasers of the fuel will be responsible for verification costs.

C. Renewable Gasoline Requirements:

- a. Must have a minimum octane rating of 87, which shall be determined using the R+M/2 method
- b. No palm or palm derived feedstock's (PFADs, palm waste, etc.) may be used in production of Renewable Gasoline sold under this contract. De minimis amounts of palm from previous batch co-production acceptable. Upon request within five business days, producers will provide documentation of feedstock inputs (traceable to point of origin) and batch production to verify feedstock requirements including disclosure of information related to production of fuel batches not sold under this contract, as needed.
- c. All deliveries of Renewable Gasoline will include a PTD showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state LCFS program(s) will be accepted and considered in compliance of this contract requirement. A temporary fuel pathway code may be referenced if the producer is in the active process

of getting feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program with pathways during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased.

- d. All Renewable Gasoline products will have a CI of 80 or less as defined by California and/or Oregon LCFS certified or approved temporary pathways. Co-mingled feedstock production will be calculated on a mass balance basis, contain EPA approved isobutanol/isooctane, and will not exceed an overall CI score of 80.
- e. All PTD's provided with fuel sold will be subject to third party verification at the request of the fuel purchaser at any time. End purchasers of the fuel will be responsible for verification costs. Five percent of total fuel volume sold under this contract may not exceed a mass balanced LCFS certified CI score of 80.

Carbon Intensity Reporting for Biodiesel and Renewable Diesel. Certified CI fuel pathway codes approved under the California and/or Oregon State low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance with reporting requirements under this Master Contract. A temporary fuel pathway code may be referenced if the producer is in the active process of having feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program during the term of this Master Contract then those corresponding certified pathways will be the required documentation.

PRICES

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties		
Renewable Diesel		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Diesel ULSD #1 and #2	Tacoma	0.01
Biodiesel 99%	Portland	0.74
B20/R80 blend	Portland	0.18
Renewable Diesel	Tacoma	0.04
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		350.00
66-98		245.00
99-131		47500
132 +		650.00
Delivery Fee for McNeil Island		350.00

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Tacoma	-0.02
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.01
Biodiesel 20%	Tacoma	0.01
Biodiesel 99%	Portland	0.74
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Tacoma	-0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.02
Biodiesel 20%	Tacoma	0.02
Biodiesel 99%	Portland	0.75
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Tacoma	-0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.02
Biodiesel 20%	Tacoma	0.02
Biodiesel 99%	Portland	0.75
up to 5,000 gallons		
Gasoline Unleaded All Types	Tacoma	-0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.02
Biodiesel 20%	Tacoma	0.02
Biodiesel 99%	Portland	0.75
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		350.00
66-98		245.00

99-131	475.00
132 +	650.00

Northwest 2 Island, Skagit, and Whatcom Counties		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Anacortes	-0.05
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.01
Biodiesel 20%	Seattle	0.00
Biodiesel 99%	Portland	0.74
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Anacortes	-0.04
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.02
Biodiesel 20%	Seattle	0.01
Biodiesel 99%	Portland	0.75
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Anacortes	-0.04
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.02
Biodiesel 20%	Seattle	0.01
Biodiesel 99%	Portland	0.75
up to 5,000 gallons		
Gasoline Unleaded All Types	Anacortes	-0.04
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.02
Biodiesel 20%	Seattle	0.01
Biodiesel 99%	Portland	0.75
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		350.00
66-98		245.00

99-131	475.00
132 +	650.00

Southwest Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum		
Renewable Diesel		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Diesel ULSD #1 and #2	Portland	0.00
Biodiesel 99%	Portland	0.74
B20/R80 Blend	Portland	0.18
Renewable Diesel	Portland	0.04
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		350.00
66-98		245.00
99-131		475.00
132 +		650.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **TRANSPORTATION POLLUTION LIABILITY COVERAGE.** Contractor shall provide transportation pollution liability insurance in an amount not less than \$20,000,000 per occurrence and \$40,000,000 aggregate.
 - e. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE.** Pollution liability insurance coverage (to include, without limitation, loading and unloading of all Fuel Products) with a combined single limit per occurrence of not be less than \$5,000,000, or the equivalent. Such insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense or settlement of claims. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution.
 - f. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$5,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit pollution risks coverage) endorsements are required unless in-transit pollution risk is covered under a pollution liability insurance policy. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in

excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 08721 – Fuels: Gasoline, Diesel, and Renewables
Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: Breann.aggers@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract No. 08721
– Fuels: Gasoline, Diesel, and Renewables**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.

FTA CERTIFICATIONS FOR FUEL**1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.**

- (a) Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

- (a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- (b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- (c) Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

- (a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives

including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - (c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - (d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - (e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - (g) FTA does not require the inclusion of these requirements in subcontracts.
4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
5. TERMINATION.
- (a) Termination for Convenience. The (Recipient) may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in the Government's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work

performed up to the time of termination. Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If Contractor has any property in its possession belonging to the (Recipient), Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

- (b) Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which the Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (c) Opportunity to Cure. The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (d) Waiver of Remedies for any Breach. In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS.

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 2132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.
- 8. ADA Access. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the fuels, services, facilities, privileges, advantages, or accommodations.
- 9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with

other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION.

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute. Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- (e) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of

any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Associated Petroleum Products Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Jim Pederson Signature of Contractor's Authorized Official

Jim Pederson NA Sales Manager Name and Title of Contractor's Authorized Official

Feb 17, 2022 Date

14. CLEAN AIR.

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN WATER.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS. Contractor agrees to:

- (a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) Furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-

board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

- (c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Signature: *Jim Pederson*

Email: jpederson@world-kinect.com

Created:	2022-02-18
By:	breann aggers (breann.aggers@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqv7e5dDaIKO-qXbddYH21w6ns_m5U2Zq

"APP" History

-  Document created by breann aggers (breann.aggers@des.wa.gov)
2022-02-18 - 0:40:25 AM GMT- IP address: 198.238.242.30
-  Document emailed to Jim Pederson (jpederson@world-kinect.com) for signature
2022-02-18 - 0:41:47 AM GMT
-  Email viewed by Jim Pederson (jpederson@world-kinect.com)
2022-02-18 - 3:42:12 AM GMT- IP address: 104.28.111.194
-  Document e-signed by Jim Pederson (jpederson@world-kinect.com)
Signature Date: 2022-02-18 - 3:44:50 AM GMT - Time Source: server- IP address: 73.53.62.6
-  Agreement completed.
2022-02-18 - 3:44:50 AM GMT



Staff Report: 017-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/6/2023

SUBJECT Eighth Amendment to the Professional Services Agreement No. 80989 (Now 88635) with American Medical Response (AMR) for Ambulance Services

Key Points

- The City of Vancouver contracted with American Medical Response ("AMR") in 2014 for the provision of ambulance transportation services effective January 1, 2015, and renewed that agreement for an additional five years per City Council approval in 2018.
- The Clark County Medical Program Director (MPD) Office is requiring Clark County agencies to use the same patient care reporting system, ESO, to better serve patients.
- AMR is not currently using ESO. To facilitate the timelier transition to the new patient care reporting system, ESO Solutions, Inc, the proposed amendment will allow the City to provide a one-time reduction in the 2023 contract administration fee amount to the City.
- The proposed amendment also clarifies the timing and which specific Consumer Price Index for All Urban Consumers (CPI-U) is used for annual increases to patient charges and contractor's administrative fee.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS services

Present Situation

- On November 10, 2014, the City Council authorized the City Manager to enter into a five-year Agreement with an additional five-year possible extension. The Contract became effective January 1, 2015. On December 17, 2018, the City Council authorized the City Manager to enter into a five year extension to the Agreement.
- The Clark County MPD Office is requiring Clark County agencies to use the same patient care reporting system, ESO, to better serve patients. AMR is not currently using ESO. To facilitate the timelier transition to the new patient care reporting system, ESO, the City proposes to provide a one-time contract administrative fee reduction if the transition to ESO by AMR is completed by March 31, 2023.
- The reduction is proposed to be the lesser of 30% of total first year costs paid by AMR to

ESO and Central Square in 2022 and/or 2023 or \$26,534.

- The proposed amendment seeks to clarify the timing and the Consumer Price Index for All Urban Consumers (CPI-U) used for annual increases to patient charges and contractor's administrative fee.
- The modifications are set forth in the attached Eighth Amendment to the Ambulance Services Agreement.
- A Sixth Amendment to the Agreement requires that all subsequent amendments be presented to Council for approval.

Advantage(s)

Modifies two (2) of AMR's obligations impacting services provided under the Ambulance Services Agreement between the City and AMR.

Disadvantage(s)

None

Budget Impact

The reduction is proposed to be the lesser of 30% of total first year costs paid by AMR to ESO and Central Square in 2022 and/or 2023 or \$26,534 and represents a small portion of the franchise fee paid by the AMR to the City of Vancouver for the ability to provide emergency services.

Prior Council Review

- Council authorized the City Manager to execute the initial Agreement with AMR for emergency medical transport services on November 17, 2014, with a commencement date of January 1, 2015;
- Council authorized the City Manager to enter into a five- (5) year extension to the Agreement on December 17, 2018.

Action Requested

Authorize the City Manager to execute the attached Eighth Amendment to the Professional Services Agreement No. 80989 (Now 88635) with AMR for Ambulance Services.

Brennan Blue, Vancouver Fire Chief, 360-487-7201

ATTACHMENTS:

- Amendment No. 8

AMENDMENT No. 8

PROFESSIONAL SERVICES AGREEMENT

This is an Amendment to the Professional Services Agreement 80989 (Now #88635), hereinafter “Agreement,” dated November 17, 2014, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as “City” and American Medical Response Northwest Inc. (AMR), a Delaware corporation hereinafter referred to as “Contractor,” whose address is 409 NE 76th St. Vancouver, WA 98665.

Recitals:

WHEREAS, the Clark County MPD office is requiring Contractor to transition to a new patient care reporting system, ESO; and

WHEREAS, to help facilitate a timely transition to ESO and only if the transition is completed by March 31, 2023, the City will provide a one-time reduction in the 2023 contract administration fee amount that is owed to the City under the Agreement; and

WHEREAS, the reduction will be equal to 30% of total first year costs paid by Contractor to ESO and Central Square in 2022 and/or 2023 or \$26,534, whichever amount is less; and

WHEREAS, the Agreement references a Consumer Price Index for the Portland area, which no longer exists, so the Parties wish to amend the regional Consumer Price Index for All Urban Consumers (CPI-U) that will be applied to annually increase the Contractor’s Administrative Fee.

Amendment:

The Parties agree to amend the Agreement as follows:

1. Replace in its entirety ARTICLE 8.1.b (Fee Adjustments) to read as follows:
 - b. Fee Adjustments. The EMS Program Administrator will approve annual increases to patient charges based on changes in the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue), which is published in November. The annual rate increases will be greater of THREE (3) percent or the increase of the CPI-U for any given year, unless both parties agree in writing to a lower rate. All changes in the transport fees must be pre-approved by COV.
2. Amend ARTICLE 8.12 is amended by adding a new subsection ARTICLE 8.12.e. to include the agreed upon reduction for year 2023, which reads as follows:
 - e. One-Time Fee Reduction. The Contractor’s 2023 Administrative Fee may be reduced one time in accordance with this provision. The reduction will be to the lesser of 30% of total first year costs paid by AMR to ESO and Central Square in 2022 and/or 2023 or \$26,534. Contractor shall submit a written request for a one-time reduction to the Contract Administrator along with a copy of the paid invoice(s). The Contract Administrator will then provide a one-time reduction in the subsequent monthly administrative fee.
3. Replace in its entirety ARTICLE 8.12.c (Annual Adjustment) to read as follows:

Amendment No. 8 – AMBULANCE SERVICES AGREEMENT
PO 88635 – American Medical Response Northwest, Inc.

c. Annual Adjustment. The Contract Administrator will approve annual increases to CONTRACTOR'S Administrative Fee based on changes in the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue). The annual rate increases will be the greater of THREE (3) percent or the increase of the CPI-U for any given year, unless both parties agree in writing to a lower rate. The COV shall be responsible for calculating the adjustment and shall, within THIRTY (30) days prior to each anniversary date, provide CONTRACTOR with documentation pertaining to the calculated adjustment. The purpose of this annual fee increase is to offset increases in the costs for the following services:

- i. The costs associated with the dispatch of and communications with EMS providers including CONTRACTOR's use of the COV's radio frequencies, related radio equipment, hardware, software and maintenance to support such frequency;
- ii. The COV's incremental cost associated with administration of this Agreement;
- iii. The COV's incremental cost associated with monitoring CONTRACTOR'S compliance with this Agreement;
- iv. The COV's incremental cost associated with medical oversights and review; and
- v. The COV's Internal Auditor's review.

It is the COV's responsibility to ensure that the Administrative Fee for the services that it provides to CONTRACTOR set forth above is less than or equal to its actual costs to provide those services. No funds shall be used by the COV in a manner that may violate 42. U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

4. This Amendment No. 8 becomes effective on the date executed by the Parties.

5. All acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

1. DATED this _____ day of _____, 2023.

2.

CITY OF VANCOUVER,
a municipal corporation

CONTRACTOR:
American Medical Response Northwest, Inc.

Eric Holmes, City Manager

Edward B. Van Horne
Chief Operating Officer

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Amendment No. 8 – AMBULANCE SERVICES AGREEMENT
PO 88635 – American Medical Response Northwest, Inc.

Jonathan Young, City Attorney



Staff Report: 018-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/6/2023

SUBJECT Appointments to the Planning Commission

Present Situation

The Planning Commission (PC) serves as a volunteer advisory body and makes recommendations to the City Council on the topics related to the future growth and development of Vancouver.

A council subcommittee of Hansen, Fox and Perez recently interviewed five candidates to fill one, mid-term vacancy and they recommend the appointment of Melissa von Borstel; with a term beginning immediately and expiring December 31, 2026.

A council subcommittee of Stober, Fox and Harless recently interviewed four candidates to fill one mid-term vacancy and they recommend the appointment of Patrick Adigweme; with a term beginning immediately and expiring December 31, 2026.

Action Requested

1. Appoint Melissa von Borstel to the Planning Commission with a term beginning immediately and expiring December 31, 2026. *(Councilmembers Hansen, Fox and Perez)*
2. Appoint Patrick Adigweme to the Planning Commission with a term beginning immediately and expiring December 31, 2026. *(Councilmembers Stober, Fox and Harless)*

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:

\$ 12,769,570.52 this 6th day of February 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.01.30 16:49:36 -08'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
M W. R
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 16, 2023 - January 29, 2023	Accounts Payable Checks (see attached)	\$ 9,311,408.32
January 16, 2023 - January 29, 2023	Hansen City Payments (see attached)	\$ 19,724.32
January 16, 2023 - January 29, 2023	Visa Refunds (see attached)	\$ 5,602.08
January 16, 2023 - January 29, 2023	Payroll Checks (see attached)	\$ 3,432,835.80
TOTAL		\$ 12,769,570.52

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	8900	1/18/2023	8,161.00	1 Structure LLC	LUP-82828 (jobsite: Parcel #986050748)
Miscellaneous Payment	Check	8901	1/18/2023	25.00	Chris Brown	Customer Paid Parking ticket twice
Miscellaneous Payment	Check	8902	1/18/2023	61.47	Crown Electric	MPE-332260 (jobsite: 9812 NE 14th St.)
Miscellaneous Payment	Check	8903	1/18/2023	61.47	Esco-Pacific Signs	MPE-331574 (jobsite: 2004 SE 192nd Ave. 103)
Miscellaneous Payment	Check	8904	1/18/2023	229.00	Jody Braden	Claim Payment - DOL: 01/08/23 - Risk
Miscellaneous Payment	Check	8905	1/18/2023	73.70	Maya Markillie (Inactive)	12/10/22
Miscellaneous Payment	Check	8906	1/18/2023	53.40	Modou Ceesay	On Street Permit Parking Refund
Miscellaneous Payment	Check	8907	1/18/2023	500.00	Shannon Kikku (Inactive)	Voucher #2010122.030
Miscellaneous Payment	Check	8908	1/18/2023	20.00	Vancouver False Alarm Reduction Program	Refund Alarm Fee Customer Name: RICHARD / ANN GILES Customer #2908 Invoice: #99496373
Supplier Payment	Check	8909	1/18/2023	1,465.08	Accurate Corporate Services Inc	
Supplier Payment	Check	8910	1/18/2023	16,335.00	Action OnSite Inc	
Supplier Payment	Check	8911	1/18/2023	628.22	Action Technology Systems	
Supplier Payment	Check	8912	1/18/2023	480.66	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	8913	1/18/2023	189.98	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8914	1/18/2023	600.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8915	1/18/2023	1,040.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	8916	1/18/2023	272.00	American Sani-Can	
Supplier Payment	Check	8917	1/18/2023	87.00	American Water Works	
Supplier Payment	Check	8918	1/18/2023	270.82	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	8919	1/18/2023	14,799.59	Arborscape Ltd Inc	
Supplier Payment	Check	8920	1/18/2023	404.98	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	8921	1/18/2023	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	8922	1/18/2023	34,175.00	BHC Consultants LLC	
Supplier Payment	Check	8923	1/18/2023	1,680.04	Bound Tree Medical LLC	
Supplier Payment	Check	8924	1/18/2023	300.00	Bradford Davis	
Supplier Payment	Check	8925	1/18/2023	14,161.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	8926	1/18/2023	350.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	8927	1/18/2023	400.10	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	8928	1/18/2023	6,843.75	City of Washougal	
Supplier Payment	Check	8929	1/18/2023	12,562.25	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	8930	1/18/2023	217.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	8931	1/18/2023	3,018.73	Columbia Resource Company	
Supplier Payment	Check	8932	1/18/2023	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8933	1/18/2023	119.75	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8934	1/18/2023	247.58	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8935	1/18/2023	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8936	1/18/2023	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8937	1/18/2023	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8938	1/18/2023	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	8939	1/18/2023	128.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8940	1/18/2023	18,672.27	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	8941	1/18/2023	3,429.00	Conсор North America Inc	
Supplier Payment	Check	8942	1/18/2023	3,967.17	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	8943	1/18/2023	21,369.65	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	8944	1/18/2023	2,503.10	Distinctive Landscape LLC	
Supplier Payment	Check	8945	1/18/2023	275.00	ERF Company Inc	
Supplier Payment	Check	8946	1/18/2023	935.00	Examworks Inc	
Supplier Payment	Check	8947	1/18/2023	3,428.07	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	8948	1/18/2023	11,670.40	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	8949	1/18/2023	9,600.00	Genuine Senior Living	
Supplier Payment	Check	8950	1/18/2023	1,465.00	GSI Water Solutions, Inc.	
Supplier Payment	Check	8951	1/18/2023	15,716.20	GVP Ventures Inc	
Supplier Payment	Check	8952	1/18/2023	13,248.00	H&H Wood Recyclers	
Supplier Payment	Check	8953	1/18/2023	1,217.50	Haley & Aldrich, Inc	
Supplier Payment	Check	8954	1/18/2023	3,103.84	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	8955	1/18/2023	11,860.97	Herrera Environmental Consultants Inc	
Supplier Payment	Check	8956	1/18/2023	1,406.83	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	8957	1/18/2023	6,112.36	Janus Youth Programs Inc	
Supplier Payment	Check	8958	1/18/2023	3,536.66	KBT Distributing LLC	
Supplier Payment	Check	8959	1/18/2023	73.67	Kittelson & Associates Inc	
Supplier Payment	Check	8960	1/18/2023	4,657.50	Kramer Gehlen & Associates	
Supplier Payment	Check	8961	1/18/2023	4,010.43	Lakeyland Inc	
Supplier Payment	Check	8962	1/18/2023	5,221.63	Last Mile LLC	
Supplier Payment	Check	8963	1/18/2023	2,881.87	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	8964	1/18/2023	14,277.77	Maul Foster & Alongi Inc	
Supplier Payment	Check	8965	1/18/2023	1,147.75	Murray Smith Inc	
Supplier Payment	Check	8966	1/18/2023	8,843.54	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	8967	1/18/2023	5,040.24	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	8968	1/18/2023	3,145.00	Pacific Northwest Pollution Prevention Resources Center	
Supplier Payment	Check	8969	1/18/2023	4,379.74	Parametrix, Inc	
Supplier Payment	Check	8970	1/18/2023	1,415.77	PBS Engineering and Environmental Inc	
Supplier Payment	Check	8971	1/18/2023	7,961.50	Pediatric Emergency Standards Inc	
Supplier Payment	Check	8972	1/18/2023	65.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	8973	1/18/2023	3,060.00	Portland Adventist Medical Center	
Supplier Payment	Check	8974	1/18/2023	3,052.08	PPC Solutions Inc	
Supplier Payment	Check	8975	1/18/2023	8,332.80	PreCise MRM LLC	
Supplier Payment	Check	8976	1/18/2023	43,738.93	Precor Commercial Fitness	
Supplier Payment	Check	8977	1/18/2023	10,385.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	8978	1/18/2023	5,559.33	Public Safety Testing Inc	
Supplier Payment	Check	8979	1/18/2023	5,190.26	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	8980	1/18/2023	7,482.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	8981	1/18/2023	1,900.00	SME Solutions LLC	
Supplier Payment	Check	8982	1/18/2023	153,895.45	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	8983	1/18/2023	600.60	State of Washington Department of Licensing - Remit-To: DOL - Seattle	
Supplier Payment	Check	8984	1/18/2023	3,500.00	Steven Fulmer	
Supplier Payment	Check	8985	1/18/2023	659.60	Stoel Rives LLP	
Supplier Payment	Check	8986	1/18/2023	1,791.00	The Loudback Corporation	
Supplier Payment	Check	8987	1/18/2023	1,011.99	Tierra Right of Way Services LTD	
Supplier Payment	Check	8988	1/18/2023	2,475.00	Triangle Resources Inc	
Supplier Payment	Check	8989	1/18/2023	5,414.98	Triple J Enterprises	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	8990	1/18/2023	63.50	United Parcel Service	
Supplier Payment	Check	8991	1/18/2023	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	8992	1/18/2023	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	8993	1/18/2023	168.00	Vancouver Aire LLC	
Supplier Payment	Check	8994	1/18/2023	3,207.36	Vancouver Farmers Market Association	
Supplier Payment	Check	8995	1/18/2023	28,391.65	Wallis Engineering PLLC	
Supplier Payment	Check	8996	1/18/2023	100.00	Washington Association of Telecommunications Officers and Advisors (WATOA)	
Supplier Payment	Check	8997	1/18/2023	1,000.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	8998	1/18/2023	11,696.26	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	8999	1/18/2023	6,427.41	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Ad Hoc Payment	Check	9000	1/18/2023	214.82	Alexandra Johnson or Timothy Michalek	Utility Refunds: 0055023006-14
Ad Hoc Payment	Check	9001	1/18/2023	134.70	Brandemihl, Toby or Patricia	Utility Refunds: 0017049200-10
Ad Hoc Payment	Check	9002	1/18/2023	191.12	Burmaster, Ashley or Michael	Utility Refunds: 0113005990-03
Ad Hoc Payment	Check	9003	1/18/2023	405.28	Clark, Ryan	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9004	1/18/2023	96.90	Embree, Kevin or Cinda	Utility Refunds: 0114008532-13
Ad Hoc Payment	Check	9005	1/18/2023	89.27	Fidelity National Title Company of Washington Inc	Utility Refunds: 0063025805-02
Ad Hoc Payment	Check	9006	1/18/2023	353.00	Lane, Jan	Utility Refunds: 0141000034-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9007	1/18/2023	97.04	Olsen, Laura or Samuel	Utility Refunds: 0127010690-02
Ad Hoc Payment	Check	9008	1/18/2023	52.46	Palermi, Gerrie or Larry	Utility Refunds: 0150003150-04
Ad Hoc Payment	Check	9009	1/18/2023	60.59	Ruby Salas or Alfred or Yvonne Sablan	Utility Refunds: 0126000118-08
Ad Hoc Payment	Check	9010	1/18/2023	170.41	Salas, Ruby	Utility Refunds: 0126000118-08
Ad Hoc Payment	Check	9011	1/18/2023	183.29	Starr, Brandon	Utility Refunds: 0131027072-01
Ad Hoc Payment	Check	9012	1/18/2023	194.83	Streitberger, Jennie R or Scott D	Utility Refunds: 0009075900-10
Ad Hoc Payment	Check	9013	1/18/2023	177.67	Stuchlik, Nicholas	Utility Refunds: 0004042800-27
Ad Hoc Payment	Check	9014	1/18/2023	173.76	Summerfield Homes LLC	Utility Refunds: 0114008324-08
Ad Hoc Payment	Check	9015	1/18/2023	175.00	Tucker, Charlene	Utility Refunds: 0039099496-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9016	1/18/2023	489.00	Wheaton, Laura or Danny	Utility Refunds: 0500002264-02 Consolidated refund created from multiple refunds
Supplier Payment	Check	9017	1/25/2023	6,836.49	Aflac	
Supplier Payment	Check	9018	1/25/2023	5,171.16	AFSCME Local #307	
Supplier Payment	Check	9019	1/25/2023	982.00	Hawaii SDU	
Supplier Payment	Check	9020	1/25/2023	739.90	IAM Local #1374	
Supplier Payment	Check	9021	1/25/2023	9,015.65	Life Insurance Company of North America	
Supplier Payment	Check	9022	1/25/2023	575.00	MFS Service Center Inc	
Supplier Payment	Check	9023	1/25/2023	50.00	OPEIU Local #11	
Supplier Payment	Check	9024	1/25/2023	4,149.92	OPEIU Local #11	
Supplier Payment	Check	9025	1/25/2023	640.00	Teamsters Local #58	
Supplier Payment	Check	9026	1/25/2023	262.50	UA Local #290	
Supplier Payment	Check	9027	1/25/2023	2,765.10	Western Conference of Teamsters	
Supplier Payment	Check	9028	1/25/2023	1,108.14	Western Metal Industry Pension Plan	
Supplier Payment	Check	9029	1/25/2023	21.76	Airgas, Inc	
Supplier Payment	Check	9030	1/25/2023	362.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	9031	1/25/2023	135.41	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9032	1/25/2023	7,998.39	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	9033	1/25/2023	4,521.11	Bound Tree Medical LLC	
Supplier Payment	Check	9034	1/25/2023	151.90	Brightview Holdings Inc	
Supplier Payment	Check	9035	1/25/2023	10,159.35	Brown & Wilson Partnership LLC	
Supplier Payment	Check	9036	1/25/2023	54,522.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	9037	1/25/2023	3,855.00	CBG Communications Inc	
Supplier Payment	Check	9038	1/25/2023	42.09	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	9039	1/25/2023	46,798.00	Century West Engineering Corp	
Supplier Payment	Check	9040	1/25/2023	594,177.86	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9041	1/25/2023	25,000.00	Columbia River Economic Development Council Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	9042	1/25/2023	95.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9043	1/25/2023	104.94	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9044	1/25/2023	765.93	Compassion-First Pet Hospitals of Washington, PLLC	
Supplier Payment	Check	9045	1/25/2023	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	9046	1/25/2023	1,626.29	Distinctive Landscape LLC	
Supplier Payment	Check	9047	1/25/2023	15,554.13	DKS Associates Inc	
Supplier Payment	Check	9048	1/25/2023	1,479.68	Echo Electric LLC	
Supplier Payment	Check	9049	1/25/2023	16,884.02	Epic Land Solutions, Inc.	
Supplier Payment	Check	9050	1/25/2023	325.00	Fairgrounds Site Management Group	
Supplier Payment	Check	9051	1/25/2023	1,088.39	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	9052	1/25/2023	12,475.97	General Pacific Inc	
Supplier Payment	Check	9053	1/25/2023	9,600.00	Genuine Senior Living	
Supplier Payment	Check	9054	1/25/2023	2,615.00	GVP Ventures Inc	
Supplier Payment	Check	9055	1/25/2023	53,018.64	HCI Industrial & Marine Coatings Inc	
Supplier Payment	Check	9056	1/25/2023	164,315.52	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	9057	1/25/2023	9,461.80	Herrera Environmental Consultants Inc	
Supplier Payment	Check	9058	1/25/2023	6,250.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	9059	1/25/2023	1,200.00	James E. Lingeman	
Supplier Payment	Check	9060	1/25/2023	50.00	Judy Adams	
Supplier Payment	Check	9061	1/25/2023	3,536.66	KBT Distributing LLC	
Supplier Payment	Check	9062	1/25/2023	999.00	Kearns & West Inc	
Supplier Payment	Check	9063	1/25/2023	330.15	Keller Associates Inc	
Supplier Payment	Check	9064	1/25/2023	14,193.40	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	9065	1/25/2023	87.34	Lakeyard Inc	
Supplier Payment	Check	9066	1/25/2023	3,189.90	Landscape Management Services Inc	
Supplier Payment	Check	9067	1/25/2023	273.56	Langley's Ace Inc	
Supplier Payment	Check	9068	1/25/2023	468.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	9069	1/25/2023	39,475.21	Life Insurance Company of North America	
Supplier Payment	Check	9070	1/25/2023	2,681.67	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	9071	1/25/2023	450.00	Marquam Group LTD	
Supplier Payment	Check	9072	1/25/2023	3,711.33	Moonlight BPO LLC	
Supplier Payment	Check	9073	1/25/2023	24,303.18	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	9074	1/25/2023	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	9075	1/25/2023	4,626.88	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	9076	1/25/2023	1,247.98	Northwest Health and Safety Inc	
Supplier Payment	Check	9077	1/25/2023	19,102.90	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	9078	1/25/2023	2,597.71	Pallet SPC	
Supplier Payment	Check	9079	1/25/2023	117,759.14	Parametrix, Inc	
Supplier Payment	Check	9080	1/25/2023	9,620.00	Parkeon	
Supplier Payment	Check	9081	1/25/2023	6,675.00	Petty Cash Custodian - Remit-To: Kathy McNicholas	
Supplier Payment	Check	9082	1/25/2023	11,573.33	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	9083	1/25/2023	70.00	Porter W Yett Company	
Supplier Payment	Check	9084	1/25/2023	16,473.00	Portland Adventist Medical Center	
Supplier Payment	Check	9085	1/25/2023	18,139.03	Portland Mechanical Construction LLC	
Supplier Payment	Check	9086	1/25/2023	3,825.83	PPC Solutions Inc	
Supplier Payment	Check	9087	1/25/2023	3,400.00	Precision Approach Engineering, Inc	
Supplier Payment	Check	9088	1/25/2023	1,282.95	Precor Commercial Fitness	
Supplier Payment	Check	9089	1/25/2023	49,512.50	Public Safety Testing Inc	
Supplier Payment	Check	9090	1/25/2023	805.13	RH2 Engineering, Inc.	
Supplier Payment	Check	9091	1/25/2023	18,375.24	Right Systems Inc	
Supplier Payment	Check	9092	1/25/2023	1,200.00	Rodney Lewis Hill	
Supplier Payment	Check	9093	1/25/2023	7,037.28	Ron Turley Associates	
Supplier Payment	Check	9094	1/25/2023	7,354.20	Scott Edwards Architecture LLP	
Supplier Payment	Check	9095	1/25/2023	88,263.15	SeaWestern Inc	
Supplier Payment	Check	9096	1/25/2023	922.25	Security Contractors Services	
Supplier Payment	Check	9097	1/25/2023	915.00	SME Solutions LLC	

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Supplier Payment	Check	9098	1/25/2023	913,335.74	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	9099	1/25/2023	2,159.44	Soha Sign	
Supplier Payment	Check	9100	1/25/2023	52,830.00	Southwest Washington Regional Transportation Council	
Supplier Payment	Check	9101	1/25/2023	586.99	Speed's Towing of Vancouver	
Supplier Payment	Check	9102	1/25/2023	1,474.65	State of Washington Department of Transportation	
Supplier Payment	Check	9103	1/25/2023	20.72	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	9104	1/25/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	9105	1/25/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	9106	1/25/2023	29,340.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	9107	1/25/2023	9,604.51	Tapani Materials Inc	
Supplier Payment	Check	9108	1/25/2023	4,424.47	The ADT Security Corporation	
Supplier Payment	Check	9109	1/25/2023	1,530.00	The Loudenback Corporation	
Supplier Payment	Check	9110	1/25/2023	1,644.63	Towing & Recovering Services Inc	
Supplier Payment	Check	9111	1/25/2023	1,756.46	Trilogy MedWaste West, LLC	
Supplier Payment	Check	9112	1/25/2023	895.25	Triple J Enterprises	
Supplier Payment	Check	9113	1/25/2023	2,407.48	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	9114	1/25/2023	429.08	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	9115	1/25/2023	31,875.00	Vancouver Watersheds Council	
Supplier Payment	Check	9116	1/25/2023	262.66	Walter E Nelson Company	
Supplier Payment	Check	9117	1/25/2023	5,050.00	Walter Kawamura	
Supplier Payment	Check	9118	1/25/2023	934.35	Wapiti NW LLC	
Supplier Payment	Check	9119	1/25/2023	668.90	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	9120	1/25/2023	231.00	Washington State Healthcare Authority	
Supplier Payment	Check	9121	1/25/2023	4,123.00	Waste Equipment Sales and Service Inc	
Supplier Payment	Check	9122	1/25/2023	41,093.15	West Coast Fire & Rescue	
Supplier Payment	Check	9123	1/25/2023	367,150.58	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	9124	1/25/2023	8,380.00	Willis Towers Watson Northeast Inc - Remit-To: Willis Towers Watson Northeast Inc	
Supplier Payment	Check	9125	1/25/2023	3,345.63	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	9126	1/25/2023	5,492.50	Xchange Recovery	
Supplier Payment	Check	9127	1/25/2023	143.67	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	9128	1/25/2023	1,060.48	YOLO Washington LLC	
Miscellaneous Payment	Check	9129	1/25/2023	69.67	Amy Thatcher	Lot 18 P1/P2 permit refund COV10755
Miscellaneous Payment	Check	9130	1/25/2023	52.76	Apollo Drain & Rooter SRVC Inc	MPE-332302
Miscellaneous Payment	Check	9131	1/25/2023	553.35	Brad's Septic Service	Jessica White and Robert White (14400 NE 90th St) Invoice # 11849
Miscellaneous Payment	Check	9132	1/25/2023	68.64	Carmen Bentea	MPE-330084 (jobsite: 14016 NE 35th Circle)
Miscellaneous Payment	Check	9133	1/25/2023	1,609.00	Columbia Ridge Condominium HOA	LUP-83064 (jobsite: 5304 NE 84th Loop)
Miscellaneous Payment	Check	9134	1/25/2023	294.21	Daniel P. Jourdan	Payoff loan was overpaid
Miscellaneous Payment	Check	9135	1/25/2023	296.00	Deacon Construction	CM1-320355 (jobsite: 811 SE 160th Avenue)
Miscellaneous Payment	Check	9136	1/25/2023	61.47	Delta Electric LLC	MPE-332545
Miscellaneous Payment	Check	9137	1/25/2023	61.47	Delta Electric LLC	MPE-332546
Miscellaneous Payment	Check	9138	1/25/2023	61.47	Eric Olson Electric Inc	MPE-329082
Miscellaneous Payment	Check	9139	1/25/2023	61.47	Eric Olson Electric Inc	MPE-330582
Miscellaneous Payment	Check	9140	1/25/2023	62.51	Eric Olson Electric Inc	MPE-332362
Miscellaneous Payment	Check	9141	1/25/2023	57.00	Evergreen School District	Refund Duplicate Payment Invoice #77047330
Miscellaneous Payment	Check	9142	1/25/2023	200.00	Frank Donahue	Refund of Tent Set Up
Miscellaneous Payment	Check	9143	1/25/2023	300.00	Leonid Kucherov or Anna Tsybulska	Additional payment after loan was paid off.
Miscellaneous Payment	Check	9144	1/25/2023	13.00	Melissa Teel	Payoff Loan was overpaid by \$13
Miscellaneous Payment	Check	9145	1/25/2023	325.08	Northeast Electric LLC	MPE-325267
Miscellaneous Payment	Check	9146	1/25/2023	1,630.00	Oregon Association of Clean Water Agencies (Inactive)	Inv# 8630 - wastewater membership dues 2023
Miscellaneous Payment	Check	9147	1/25/2023	7,487.91	Pacific Realty Associates LP	CM1-331816 & CM1-331815 (jobsite: 500 SE 184th Ave, QQ NN)
Miscellaneous Payment	Check	9148	1/25/2023	61.47	Prairie Electric	MPE-332617

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Miscellaneous Payment	Check	9149		1/25/2023	84.00	Rainwater Insurance Agency	Refund Duplicate Payment Inv#77046869
Miscellaneous Payment	Check	9150		1/25/2023	238.00	Regus Management Group	Refund duplicate payment of invoice #77044225
Miscellaneous Payment	Check	9151		1/25/2023	62.51	Riverside Electrical Contractor, INC	MPE-327956
Miscellaneous Payment	Check	9152		1/25/2023	10,307.50	Soil and Erosion Technologies	Jessica White and Robert White (14400 NE 90th St) Invoice # 430
Miscellaneous Payment	Check	9153		1/25/2023	700.00	Summerhill Inspections LLC	Jessica White and Robert White (14400 NE 90th St) Invoice # 306
Miscellaneous Payment	Check	9154		1/25/2023	68.15	Tapani Electric - La Center	MPE-332550
Miscellaneous Payment	Check	9155		1/25/2023	91.00	Tidewater Cove Condos	Refund Duplicate Payment Inv#77047371
Miscellaneous Payment	Check	9156		1/25/2023	61.47	True Plumbing Company LLC	MPE-331500 (jobsite: 705 NE 123rd Ave.)
Ad Hoc Payment	Check	9157		1/25/2023	22.33	Buster, Bernard	Utility Refunds: 0088007700-06
Ad Hoc Payment	Check	9158		1/25/2023	92.48	Dusablon, Tedd or Sheila	Utility Refunds: 0070082000-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9159		1/25/2023	123.00	Egg, Susan or George	Utility Refunds: 0082000354-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9160		1/25/2023	162.33	Holmes, Shaun or Jacalyn	Utility Refunds: 0085070200-05
Ad Hoc Payment	Check	9161		1/25/2023	131.14	House, Patrick	Utility Refunds: 0000001247-03
Ad Hoc Payment	Check	9162		1/25/2023	1,868.80	Idaho Properties North LLC	Utility Refunds: 0070032000-02
Ad Hoc Payment	Check	9163		1/25/2023	69.28	Loomis, Craig A	Utility Refunds: 0086007406-03
Ad Hoc Payment	Check	9164		1/25/2023	112.96	Lucich, Toby	Utility Refunds: 0006050900-06
Ad Hoc Payment	Check	9165		1/25/2023	53.04	Lucich, Toby or Erin	Utility Refunds: 0006050900-06
Ad Hoc Payment	Check	9166		1/25/2023	61.95	Lynch, Janice	Utility Refunds: 0000001392-02
Ad Hoc Payment	Check	9167		1/25/2023	53.39	McFadden, Cora	Utility Refunds: 0126000612-05
Ad Hoc Payment	Check	9168		1/25/2023	94.56	Metcalfe, Kari	Utility Refunds: 0009079700-01
Ad Hoc Payment	Check	9169		1/25/2023	171.97	Morton, Terry or Debra	Utility Refunds: 0000001023-01
Ad Hoc Payment	Check	9170		1/25/2023	712.00	NW Trustee Management Services LLC	Utility Refunds: 0109007632-02
Ad Hoc Payment	Check	9171		1/25/2023	86.01	Nylund Homes	Utility Refunds: 0023005400-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9172		1/25/2023	202.52	P & BIC LLC	Utility Refunds: 0009078900-04
Ad Hoc Payment	Check	9173		1/25/2023	250.00	Ray, Jeff or Deborah	Utility Refunds: 0073002840-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9174		1/25/2023	134.81	Schiller, Fred	Utility Refunds: 0113012008-03
Ad Hoc Payment	Check	9175		1/25/2023	404.83	Schiller, Fred or Louise	Utility Refunds: 0113012008-03
Ad Hoc Payment	Check	9176		1/25/2023	286.84	Taft, Sandra	Utility Refunds: 0043022700-14
Ad Hoc Payment	Check	9177		1/25/2023	147.68	The Estate of Carl L Williams	Utility Refunds: 0101000608-02
Ad Hoc Payment	Check	9178		1/25/2023	283.85	Wisner, Zach	Utility Refunds: 0000005031-02
Expense Payment	Check	9179		1/25/2023	23.72	Jenn Amadeo	Employee Reimbursement
Supplier Payment	Check	9180		1/25/2023	434,202.82	Clark Public Utility District No. 1	
			Check		4,165,527.96		
Cash Advance Payment	Direct Deposit	EFT-00179987		1/19/2023	508.50	Jason Nicholson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00179988		1/19/2023	379.50	Justin Box	Travel Advance
Expense Payment	Direct Deposit	EFT-00179989		1/19/2023	136.00	Daniel Perez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00179990		1/19/2023	312.05	Craig Frantz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00179991		1/19/2023	184.44	Paul Wooden	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00179992		1/19/2023	8.00	Kristine Olinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181795		1/26/2023	160.25	Dale Ihrig	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00181796		1/26/2023	105.00	Andrew Jorgenson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181797		1/26/2023	105.00	LeMont Lucas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181798		1/26/2023	105.00	Cale Baker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181799		1/26/2023	105.00	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181800		1/26/2023	276.50	Aaron Lande	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181801		1/26/2023	276.50	Anne McEnery-Ogle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181802		1/26/2023	105.00	Skip Navarrette	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00181803		1/26/2023	276.50	Eric Holmes	Travel Advance
Expense Payment	Direct Deposit	EFT-00181804		1/26/2023	35.22	Brian Potter	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00181805		1/26/2023	105.00	Kassidy Flaherty	Travel Advance
Expense Payment	Direct Deposit	EFT-00181806		1/26/2023	164.99	Michael Summerhill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181807		1/26/2023	215.99	Nathum Boyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181808		1/26/2023	40.00	Sutton Moon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181809		1/26/2023	250.00	Ryan Pitts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181810		1/26/2023	65.10	Tanya Wollstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00181811		1/26/2023	26.05	Nathan Hipple	Employee Reimbursement
			Direct Deposit		3,945.59		
Supplier Payment	EFT	EFT-00179993		1/19/2023	20,272.63	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00179994		1/19/2023	6,468.00	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00179995		1/19/2023	40.77	Ziply Fiber	
Supplier Payment	EFT	EFT-00179996		1/19/2023	9,916.44	Fire Systems West	
Supplier Payment	EFT	EFT-00179997		1/19/2023	6,455.02	Restored and Revived	
Supplier Payment	EFT	EFT-00179998		1/19/2023	5,638.52	Workforce Southwest Washington	
Supplier Payment	EFT	EFT-00179999		1/19/2023	8,959.50	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00180000		1/19/2023	491.23	Columbia West Engineering	
Supplier Payment	EFT	EFT-00180001		1/19/2023	104.49	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00180002		1/19/2023	27,075.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00180003		1/19/2023	143,796.57	Share Inc	
Supplier Payment	EFT	EFT-00180004		1/19/2023	114,144.01	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00180005		1/19/2023	5,685.20	Council for the Homeless	
Supplier Payment	EFT	EFT-00180006		1/19/2023	5,375.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00180007		1/19/2023	8,107.10	Eagle Newspaper Inc	

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Supplier Payment	EFT	EFT-00180008	1/19/2023	19,800.00	Workday Inc	
Supplier Payment	EFT	EFT-00180009	1/19/2023	5,658.50	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00180010	1/19/2023	5,735.88	Del Sol Inc	
Supplier Payment	EFT	EFT-00180011	1/19/2023	466.74	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00180012	1/19/2023	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00180013	1/19/2023	149,118.32	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00181790	1/25/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00181791	1/25/2023	11,823.43	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00181792	1/25/2023	23,783.39	IAFF Local #452	
Supplier Payment	EFT	EFT-00181793	1/25/2023	131.22	Legal Shield	
Supplier Payment	EFT	EFT-00181794	1/25/2023	14,918.44	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00181812	1/26/2023	40,804.70	Living Hope Church	
Supplier Payment	EFT	EFT-00181813	1/26/2023	2,060.61	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00181814	1/26/2023	43,585.84	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00181815	1/26/2023	1,590.57	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00181816	1/26/2023	7,023.21	Picard Corp	
Supplier Payment	EFT	EFT-00181817	1/26/2023	111.00	Purple Communications Inc	
Supplier Payment	EFT	EFT-00181818	1/26/2023	5,021.63	Second Step Housing	
Supplier Payment	EFT	EFT-00181819	1/26/2023	2,113.12	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00181820	1/26/2023	6,045.00	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00181821	1/26/2023	3,997.11	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00181822	1/26/2023	3,840.70	Outsiderinn.org	
Supplier Payment	EFT	EFT-00181823	1/26/2023	27,488.43	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00181824	1/26/2023	263,674.17	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00181825	1/26/2023	1,083.29	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00181826	1/26/2023	9,800.80	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00181827	1/26/2023	21,472.31	Fehr & Peers	
Supplier Payment	EFT	EFT-00181828	1/26/2023	6,734.26	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00181829	1/26/2023	26,718.90	EGM, Inc.	
Supplier Payment	EFT	EFT-00181830	1/26/2023	14,156.05	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00181831	1/26/2023	2,285.00	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00181832	1/26/2023	903.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00181833	1/26/2023	29,970.00	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00181834	1/26/2023	315.00	NCC Group Software Resilience (NA) LLC	
Supplier Payment	EFT	EFT-00181835	1/26/2023	177.29	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00181836	1/26/2023	59,562.56	Share Inc	
Supplier Payment	EFT	EFT-00181837	1/26/2023	29,013.99	SDB Inc	
Supplier Payment	EFT	EFT-00181838	1/26/2023	5,198.36	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00181839	1/26/2023	4,561.77	Fire Systems West	
Supplier Payment	EFT	EFT-00181840	1/26/2023	240,000.00	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00181841	1/26/2023	2,509.24	Otak Inc	
Supplier Payment	EFT	EFT-00181842	1/26/2023	1,639.93	Columbia West Engineering	
		EFT		1,458,693.64		
Supplier Payment	Manual Wire		1/4/2023	59,989.79	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		1/9/2023	237.87	Allegiance Benefit Plan Management Inc - Remit-To: COBRA	
Supplier Payment	Manual Wire		1/17/2023	18,799.40	Washington Dental Service	
Supplier Payment	Manual Wire		1/17/2023	217,129.88	Blue Cross Blue Shield of Oregon	
Procurement Card Payment	Manual Wire		1/17/2023	834,268.61	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		1/18/2023	49,079.01	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/18/2023	9,719.73	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/18/2023	354,000.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/18/2023	144.40	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		1/23/2023	15,755.10	Washington Dental Service	
Supplier Payment	Manual Wire		1/23/2023	99,419.79	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/25/2023	1,192.18	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		1/25/2023	25,497.07	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		1/25/2023	5,128.81	Washington SDU	
Supplier Payment	Manual Wire		1/25/2023	859.50	Oregon SDU	
Supplier Payment	Manual Wire		1/25/2023	8,159.56	ICMA 401A	
Supplier Payment	Manual Wire		1/25/2023	257,858.22	ICMA Corp	
Supplier Payment	Manual Wire		1/25/2023	19,300.00	Washington State Firefighters	
Supplier Payment	Manual Wire		1/25/2023	24,078.96	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		1/25/2023	48,694.80	State of Washington Department of Retirement System (PERS)	

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Supplier Payment	Manual Wire		1/26/2023	1,001,437.74	Internal Revenue Service	
Supplier Payment	Manual Wire		1/26/2023	1,743.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		1/26/2023	1,528.36	VSP Vision Care Inc	
Supplier Payment	Manual Wire		1/26/2023	91,322.69	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/26/2023	114,068.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		1/26/2023	358,172.90	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		1/26/2023	30,335.97	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/27/2023	10.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		1/27/2023	35,309.29	State of Oregon Department of Revenue	
	Manual Wire			3,683,241.13		
				4,165,527.96		
				3,945.59		
				1,458,693.64		
			1/9/2023	824.87	City Payments	Posted 01-16-23 to 01-22-23
			1/17/2023	18,899.45	City Payments	Posted 01-23-23 to 01-29-23
			Hansen Total	19,724.32		
			1/9/2023	539.08	Miscellaneous	Parks Class Refunds FCC 01-16- 23 to 01-22-23
			1/9/2023	1,134.50	Miscellaneous	Parks Class Refunds MCC 01-16- 23 to 01-22-23
			1/17/2023	993.00	Miscellaneous	Parks Class Refunds FCC 01-23- 23 to 01-29-23
			1/17/2023	2,935.50	Miscellaneous	Parks Class Refunds MCC 01-23- 23 to 01-29-23
			VISA Total	5,602.08		
			Payroll Total	3,432,835.80		
			GRAND TOTAL	12,769,570.52		

City of Vancouver
Payroll Council Report
January 16, 2023 - January 29, 2023

Check No.	Date	Explanation	Amount
929 - 953	01/25/23	January 25th Checks	\$ 11,357.42
180014 - 181789	01/25/23	January 25th Direct Deposits	\$ 3,421,478.38

\$ 3,432,835.80



Staff Report: 019-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/6/2023

SUBJECT Public Hearing on a resolution in support of temporary moratorium on acceptance and processing of applications for permits for the development or expansion of warehouse and freight movement structures in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts citywide

Key Points

- On December 12, 2022, City Council enacted a temporary moratorium on the acceptance of new or expanded warehouses larger than 100,000 square feet in order to allow time to study long term land use implications and develop any necessary code changes to address identified issues;
- In the past year, staff has seen a dramatic increase in the number of development applications and inquiries for very large warehouse facilities, which, if the trend continues, has the potential to consume vast quantities of Vancouver's limited industrial land;
- Such facilities provide very few jobs per acre and are typically low skill and low wage positions, and are not a high priority use in the Clark County Economic Development Plan, which the City has adopted;
- Land consumption and resulting low density employment increases the risk of the City being unable to achieve its jobs/housing goals in the comprehensive plan.
- Warehouse and Freight Movement use is allowed in the Light Industrial and Heavy Industrial District in the City of Vancouver with no limitation on size;
- At a workshop on January 23, 2023, City Council directed staff to create an exception to the moratorium for large warehouses proposed by the Port of Vancouver on their property, provided that such warehouses do not involve the home delivery of retail goods;
- Per state law, because the moratorium was enacted under an emergency ordinance, a public hearing must be held within sixty (60) days of the adoption of the moratorium ordinance.

Strategic Plan Alignment

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

Goal 9: Build the strongest, most resilient economy in the Pacific Northwest

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

- There have been seven pre-development or development applications inquiries for large warehouse and distribution facilities between 100,000 square feet up to 680,000 square feet, which are much larger than typical warehouses, for a total of 3.34 million square feet of proposed new warehouse structures;
- The proposed warehouses would consume approximately 15% of total buildable industrial land within city limits;
- These extremely large facilities appear to be a growing trend in response to an increased demand for online shopping and parcel delivery, and the size of these new types of facilities and fast pace of this change is a growing concern in other communities throughout the U.S.;
- Such facilities consume vast amounts of limited industrial land yet provide very few jobs per acre and are typically low skill and low wage positions, and are not a high priority use in the Clark County Economic Development Plan, which the City has adopted;
- A primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed;
- At the January 23, 2023 workshop, City Council directed staff to exempt the Port of Vancouver from the moratorium on property owned by the Port and provided that any warehouse is for shipment of bulk goods, not home delivery of retail goods. The Port, as a public agency responsible for receiving and shipping goods via rail and ship and which controls limited industrial land, promotes shipment of bulk goods rather than home delivery distribution centers, which is the major type of warehouses greater than 100,000 square feet;
- Such an exemption for the Port of Vancouver must be made through adoption of an ordinance as opposed to a resolution, therefore staff will be returning to Council with an ordinance proposing this exemption for consideration at a separate public hearing on March 6, 2023;
- Staff presented a detailed work plan to City Council that outlines the proposed analysis of impacts, public outreach, code development and approval process, to be completed by December 2023. One six-month extension of the moratorium will be required in order for the necessary work to be completed. Staff will provide updates on its progress to the City Council throughout the year, which may include refinements to the parameters of the moratorium more frequently than at 6 month intervals.
- The proposed resolution will meet the minimum requirements of RCW 35A.63.220 which requires that a resolution in support of the moratorium be adopted either prior to or immediately following a public hearing on the moratorium. However, in order for an exception to the moratorium for the Port of Vancouver to be in force, City Council will need to approve this exception by adoption of an ordinance. Accordingly, City staff will return to Council at the next available date with an ordinance that includes an exception to the moratorium for the Port of Vancouver.

Advantage(s)

Affirming the emergency moratorium ordinance for the duration of the six month period would 'pause' the acceptance of new applications for warehouses to allow time to study the

characteristics of different types of warehouse and distribution uses that will lead to possible development code changes. This pause would suspend the further consumption of employment lands with these uses that may interfere with achieving regional economic development objectives and the city's comprehensive plan policy goals.

The moratorium will provide an opportunity to engage with stakeholders and the community to obtain input on concerns and potential code amendments to address such concerns.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new or expanded warehouse and freight movement facilities over 100,000 square feet in size in all industrial districts. It is possible this moratorium would temporarily prevent applications for development of new, multi-tenant warehouse facilities that are more consistent with adopted economic development and employment goals.

Budget Impact

No impact to approved budget.

Prior Council Review

- 12/12/22 Adoption of Temporary Moratorium Ordinance
- 1/23/23 City Council Workshop

Action Requested

On February 6, 2023, subject to public hearing, approve a resolution making findings of fact in support of ordinance M-4396.

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

ATTACHMENTS:

- ▢ Attachment 1 Large Warehouses in Review Process
- ▢ Attachment 2 Staff Work Plan 6Feb2023
- ▢ Resolution
- ▢ Presentation

Attachment 1

2/6/23 Moratorium Public Hearing

Large Warehouse/Distribution Facilities Currently in Review Process

Name and Building Size	Location	Owner/Applicant
Prologis Park – 560,000 s.f.	Tax lot 152382000 (Fruit Valley)	Wellons Group
Harmon Logistics Center – 450,000 s.f.	NW corner of SE 1 st and 192 nd Avenue	DIRG LLC
Bridge Development — 640,000 s.f.	5500 NE 162 nd Avenue	Bridge Dvmt Partners LLC
Burnt Bridge Creek Logistics - 681,000 s.f.	5920 NE 162 nd Avenue	Defenbaugh LLC
Fruit Valley Logistics -- 365,000 square feet	6112 NW Fruit Valley Road	Wilson Oil
Burnt Bridge Creek West – 275,000 s.f. (application for rezone)	6103 NE 152 nd Avenue	Hudlicky Limited Partners
Project 147 – 80,000 s.f.	6100 NE 147 th Avenue	Amazon
Portside Phase 3 – 289,000 s.f.	2600 NW Lower River Road	Aurora Logistics LLC



Attachment 2

2/6/23 Moratorium Public Hearing

**Proposed Staff Work Plan: Warehouse/Distribution Center Moratorium
(Revised 1/25/2023)**

Phase	Time Period	Tasks/Outcomes
I. Information Gathering & Analysis	Jan. – May 2023	• Industrial Land Supply in Vancouver • Comparison of Local Warehouse vs. Large Distribution Center Characteristics • Examine regional and national warehouse market trends • Jobs/acre comparison to other industrial uses • Review of impacts from Distribution Centers (traffic, pollution, tax base, job creation, land consumption, etc.) • Equity disparities analysis • Analysis of areas where distribution centers may be most appropriate • Contact other jurisdictions regarding lessons learned, response to increase in large warehouses • Review of other jurisdiction codes and best practices • Outreach to key stakeholders (Port, industrial tenants, CREDC, Clark County, etc.) • Outreach to the public via neighborhood association communications, set up BeHeard webpage to share information and enable public input on any concerns
II. Moratorium Extension (6 month)	May 2023	• Council workshop to provide updates on background research and preliminary analysis • Council public hearing - approval of a six-month extension of moratorium to complete code development work
III. Code Development	June – Aug. 2023	• Develop use limitations and development standards as appropriate to mitigate concerns • Targeted engagement with Port, industrial stakeholders, CREDC, County, etc. to receive input on draft standards • Outreach to the public via neighborhood association communications, set up BeHeard webpage to share information and enable public input on any concerns

¹"The Warehouse Space Race," www.Prospect.org

		• Planning Commission Workshop(s) to review draft code changes
IV. Code Amendment Approval Process and Public Engagement	Aug. – Nov. 2023	• Outreach to the public via neighborhood association communications, set up BeHeard webpage to share information and enable public input on any concerns • Complete SEPA Review/Determination • Neighborhood and general public information sharing and opportunities for input (Neighborhood newsletters, meetings, Be Heard webpage, etc.) • Planning Commission Workshops and Public Hearing • City Council Workshops and Public Hearing • Adoption of development code changes • Moratorium expires December 12, 2023

02/06/2023

RESOLUTION NO. M-_____

A RESOLUTION making findings of fact in support of the adoption of Ordinance M-4396 declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 100,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

WHEREAS, on December 12, 2022, the City Council adopted Ordinance M-4396 as an emergency action in the absence of a public hearing; and

WHEREAS, the City has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and RCW 35.63.200, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this emergency moratorium in accordance with these statutes; and

WHEREAS, the Council held a public hearing on February 6, 2023, and sets forth in this resolution its findings as follows.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between

RESOLUTION - 1

275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet.

Section 2. The City currently allows facilities for the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 3. Nationally, warehouse capacity is reportedly at a premium with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's Climate Action Framework, which indicates that 90% of Vancouver's emissions are from either transportation or buildings.

Section 4. Commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at less than 25,000 square feet or greater than 100,000 square feet for large-scale distribution and that those large warehouse and distribution facilities of greater than 100,000 square feet are developing at an unprecedented and unforeseen rate.

Section 5. Warehouse and distribution facilities have a role in the local and regional economy but, because they are typically a low skill and low employment use, they are not a high priority sector in the *Clark County Economic Development Plan*.

Section 6. the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and such facilities may be a permitted pursuant to existing development agreements.

RESOLUTION - 2

Section 7. The City does not have unlimited industrial land, particularly larger, contiguous parcels, and the consumptive nature of these facilities may foreclose opportunities for higher value employment sectors with lesser climate impacts.

Section 8. The City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between 275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet.

Section 9. The rapid expansion of large warehouse and distribution facilities throughout the United States and regionally is primarily related to an increase in home delivery of retail goods and changes in supply chain systems

Section 10. The surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible implications for the City's supply of industrial land for higher employment uses, climate action goals, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses.

Section 11. Without a temporary moratorium the City could, in the near future, receive applications for development that would vest to existing standards that may conflict with the achievement of the long-range vision for these areas according to the City's Strategic Plan, Comprehensive Plan, and Climate Action Framework and the City finds that in order to preserve the ability the most beneficial land use and future development, it is necessary to temporarily restrict development and expansion of large warehouse and distribution facilities and to further evaluate and potentially refine appropriate warehouse and distribution use and development standards within certain zones or transportation corridors.

RESOLUTION - 3

Section 12. City Council recognizes that bulk storage warehouses are integral to the operations of the Port of Vancouver USA, which, since it was established in 1912 as an authorized Port district pursuant to Chapter 53.04 RCW, has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and that the Port of Vancouver USA requires warehouse space to store goods that are arriving or being shipped to other destinations in fulfillment of its mission as a public jobs-creating agency.

Section 13. The enactment of Ordinance M-4396 provided an exception from the temporary moratorium for permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Section 14. The City Council finds that an additional exception to Ordinance M-4396 for warehouse development projects specifically for the transshipment and storage bulk goods on land owned and retained by the Port of Vancouver USA is merited based on the unique character of the Port of Vancouver USA as a public agency, however this exception does not allow the Port of Vancouver USA to transfer any vested rights obtained while Ordinance M-4396 is effective, in its current form or as subsequently amended or extended, that would otherwise be prohibited under the temporary moratorium.

Section 15. The enactment of Ordinance M-4396 constituted an emergency due to potential irreversible land use impacts that would result from continued development of large warehouse and distribution facilities without a thorough evaluation of current economic, transportation, and climate impacts, an assessment of buildable industrial land within City limits, and an assessment of whether existing land use standards are adequate for the changing market.

Section 16. The temporary moratorium will allow the City additional time to research and

develop standards for the development of large warehouse and distribution facilities, implement additional new regulation elements, and amend existing zoning ordinances, if necessary.

Section 17. A temporary moratorium will enable the City to engage in community outreach, evaluate strategies implemented by comparable municipalities, and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development.

Section 18. The City Council finds that the adoption of this temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties.

ADOPTED at by the Vancouver City Council this 6th day of February, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Large Warehouse and Distribution Facilities: Proposed Moratorium

City Council Public Hearing
February 6, 2022

Chad Eiken, Director
Community Development Dept.



Presentation Overview



**Prior Council
Action and Context**



**Proposed Staff
Work Plan**



**Proposed
Exception for Port**

Prior Council Action

- On December 12, 2022, City Council adopted Ordinance M-4396
- Established an emergency six-month moratorium on establishment of new or expansion of existing warehouse and distribution facilities larger than 100,000 square feet
- Council asked questions regarding applicable Climate Action policies, Port implications, and cost/staff capacity to complete work

Historic Context

- Recent increase in development applications for large warehouse and distribution facilities nationally, and locally
- Appears to be a growing trend in response to e-commerce demand
- Allowed in IL and IH zoning districts with no limit on size
- Land intensive use with very low employment per acre ratio
- 7 proposed projects have 275,000 - 681,000 square feet of warehouse space for a total of 3.34 million s.f.

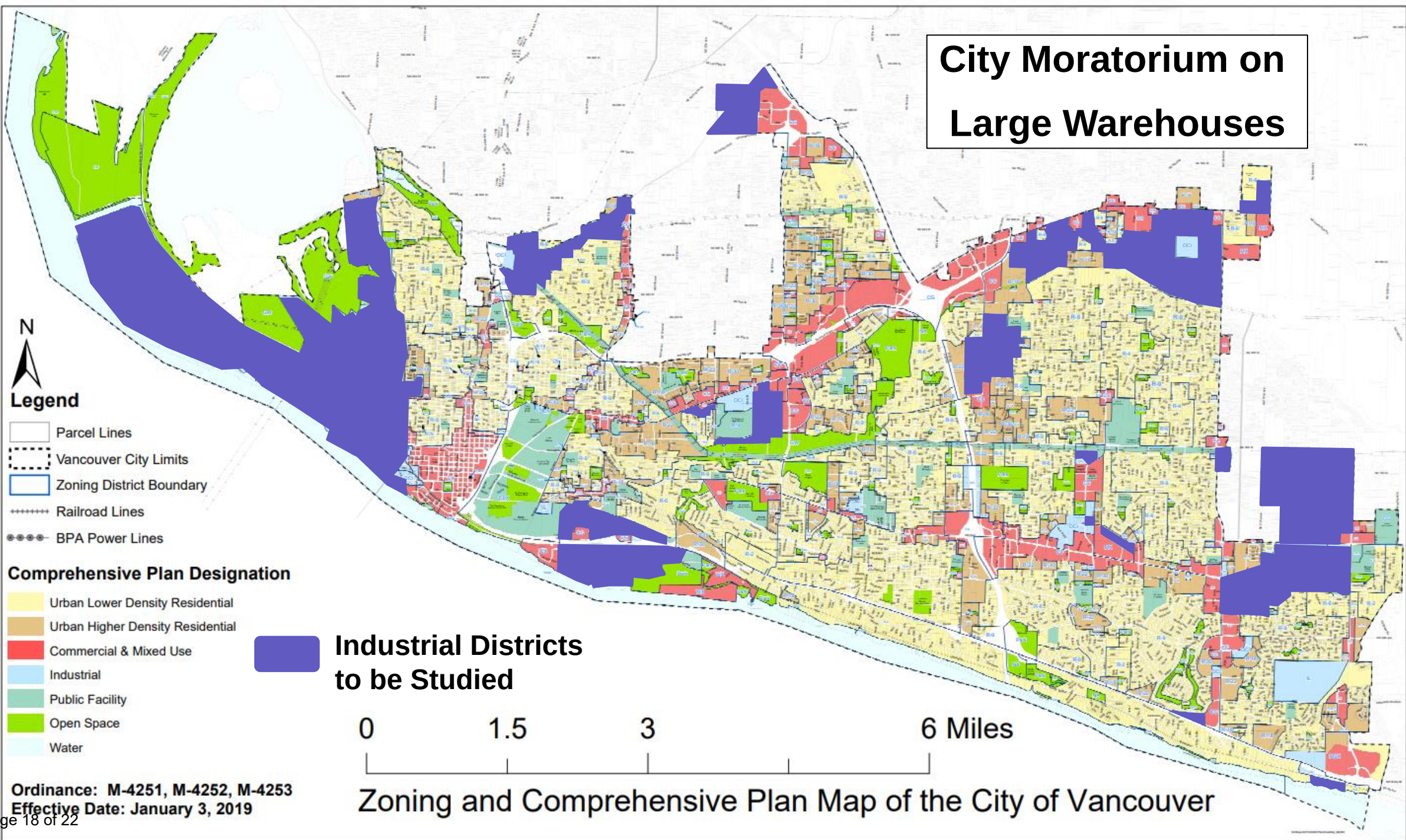
Relevance of Climate Policies on Warehouse Moratorium

- 90% of Vancouver's emissions are from transportation and buildings sectors
- Several action items in the City's Climate Action Framework (CAF) are specific to truck transportation and industrial development
- Current reliance by this industry on (1) high volumes of diesel-powered trucks to transport goods and (2) construction and operation of buildings that are often several acres or more in size suggest that inconsistencies may exist with the City's climate action goals

Proposed Staff Work Plan

Draft Work Plan Phases	
I. Information Gathering & Analysis	Jan.-May 2023
II. Moratorium Extension	June 2023
III. Code Development & Stakeholder Engagement	June-Aug. 2023
IV. Code Amendment Approval Process/Public Engagement	Aug.-Dec. 2023

City Moratorium on Large Warehouses



Large Warehouses in Review Process



Proposed Exception for Port of Vancouver

- Port of Vancouver plays a key role in the region's economy and job creation
- Port is unique as the primary point of entry for bulk goods arriving by ship and rail in SW Washington
- As a steward of its property, Port must maintain a long-term view of how it is utilized in terms of job creation, vs. private property owners
- At the January 23 workshop, Council expressed support for an exception to the moratorium for Port operations (e.g. transshipment/storage of bulk goods vs. home delivery of retail goods)

Recommendation



Staff recommends that Council approve the resolution affirming the moratorium; staff will return to Council with an ordinance that creates an exception for the Port of Vancouver from the moratorium, for consideration at a public hearing on March 6.

Thank You

Chad Eiken, Director
Community Development
chad.eiken@cityofvancouver.us



DATE: January 23, 2023

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Keith Jones, Senior Planner

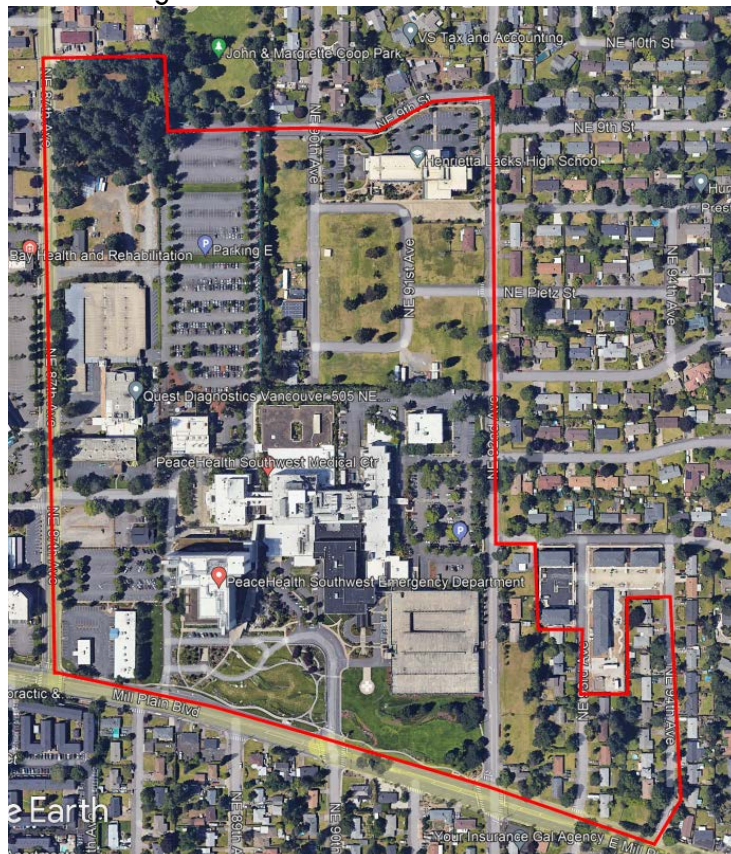
RE: Development Agreement Amendment – PeaceHealth Southwest Medical Center

Purpose

Brief Council on applicant's proposed Development Agreement amendment for PeaceHealth Southwest Medical Center on Mill Plain Blvd. in anticipation of scheduling a public hearing for approval.

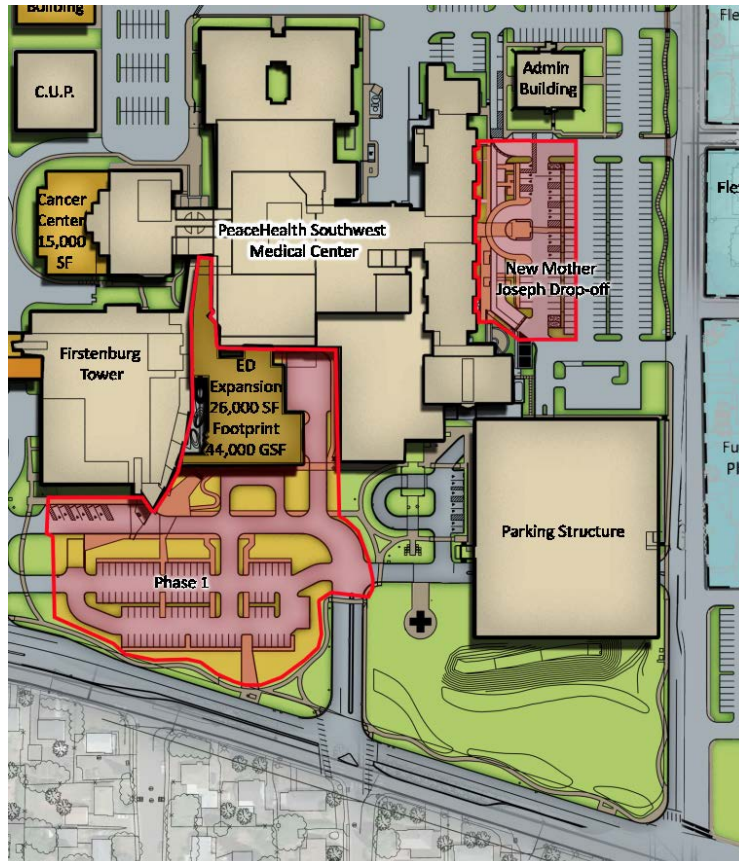
Background

PeaceHealth Southwest Medical Center currently operates on an approximately 55-acre campus at the northeast corner of NE 87th Avenue and Mill Plain Boulevard. The medical center has existed in this location since the early 1970s and has an approved Public Facilities Master Plan (master plan) that was approved in 2001 and most recently updated in 2019/2020 and again in 2022.



Current Proposal:

The current PeaceHealth Development Agreement was approved in 2016. An amendment, 1st amendment to the 2016 DA, was approved in 2020. The current proposal is the 2nd amendment to the 2016 DA. The amendment request is related to a 2022 Public Facilities Master Plan Amendment approval. The Master Plan Amendment allowed for development of an emergency wing and a new drop off area at the Mother Joseph building. The two areas related to the most recent master plan amendment are shown in red outline on the map below.



The current 10-year master plan map or full-build out plan is attached, titled PFMP Buildout dated October 10, 2021.

As part of the most current master plan amendment from 2022, the applicant prepared an updated traffic impact analysis (TIA). The updated TIA reanalyzed the full 10-year buildout of the master plan. City Transportation staff has reviewed the updated TIA and concurs with the findings of the study.

The applicant has submitted a request for a proposed 2nd amendment to the 2016 development agreement which relates to the most recent 2022 master plan amendment. This proposed development agreement amendment would:

1. Extend 10-year term - Amend the effective date to be the date of execution of this proposed 2nd Amendment.

Effect: Vesting and reservation of 335 weekday PM peak hour trips to run 10 years from the execution of this proposed 2nd amendment rather than from October 10, 2016 (date of the original development agreement). It is not uncommon for development agreements that cover large master-planned areas to have a period of 15 to 20 years.

2. Update Traffic Mitigation - Incorporate the transportation mitigation measures identified under the most recent master plan amendment approval (PRJ-167480/LUP-81939), as stated in the staff report and decision dated amended March 22, 2022.

Effect: The list of transportation improvements from the original 2016 DA will be updated as follows:

- Add a requirement to re-align the access on NE 87th Avenue which is currently located slightly offset from NE 5th Street so that the access aligns with NE 5th Street. Signalize the newly aligned intersection and provide a westbound left-turn lane and a shared thru/right westbound lane.
- Add a requirement to eliminate left-turn exits at the south parking garage access on NE 87th Avenue.
- Delete the requirement currently set forth in the existing DA to construct a separate northbound right-turn lane at the intersection of NE 86th Avenue and NE Burton Road.

Other than the items listed above, the current Traffic Impact Analysis submitted by the applicant did not recommend any further changes to the required improvements contained in the existing DA, which include:

- Installation of a right-turn only sign (Per MUTCD) southbound at the right-turn only driveway that accesses Mill Plain Blvd near SE 88th Street.
- Construction of a second westbound left-turn lane at the intersection of Mill Plain Blvd and Lieser Road, together with all required traffic signal modifications. This includes reconstructing a portion of Lieser Road to provide for a second southbound receiving lane.
- Construction of an extension to NE 9th Street to connect the existing NE 9th Street terminus near NE 90th Avenue with NE 87th Avenue.
- Construction of a westbound right-turn deceleration lane at the intersection of Mill Plain Blvd and NE 93rd Street.
- Construction of a new pedestrian connection to link the PHSW campus to the expansion area adjacent to NE 92nd Avenue, NE 94th Avenue and NE 5th Street.

Next Steps

Schedule and conduct a public hearing to consider a resolution approving the 2nd amendment to the PeaceHealth Southwest Washington Medical Center Development Agreement.

Staff Contact

Keith Jones- Senior Planner

360-487-7887

keith.jones@cityofvancouver.us

Attachment(s):

- Draft 2nd Amendment to the 2016 development Agreement (strikethrough and underline)
- 10-year Master Plan Map (Build-out Plan)
- Amended staff report and decision dated March 22, 2022 (PRJ-167480/LUP-81939)
- 2016 Development Agreement and 2020 1st Amendment

**~~FIRST~~ SECOND AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACEHEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted) Abbreviated Legal: FIRCREST LOT 10 BLK 1; Parcel No. 37916219 (Refer to additional Parcel Numbers on Exhibit A, Page 1 through 5; and Exhibit B, Page 1)

Effective Date: _____, ~~2020~~ 2023

Parties:
PeaceHealth Southwest Medical Center
400 NE Mother Joseph Place
Vancouver WA 98664

City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, PeaceHealth has acquired six additional properties that upon acquisition became subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement; ~~and~~

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504 and the administrative amendment thereto found in the Amended Staff Report and Decision in case number PRJ-167480/LUP-81939 dated March 21, 2022 ("Amended PFMP").

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips ~~(provided for in the prior development agreement~~ Prior Development Agreement and 36 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement, for a total of 335 weekday p.m. peak hour trips; ~~F~~ for any development or redevelopment that may occur on the Property within 10 years of the ~~effective date~~ Effective Date of ~~the Development~~ this Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the ~~Hearings Examiner Decision dated August 31, 2015~~ Amended PFMP.

Section 3. Development Agreement. This agreement is a development agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B.170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B.170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the ~~effective date~~Effective Date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council. "Development Agreement" means the Development Agreement between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of October 10, 2016. "~~First Amended~~ Agreement" means ~~this the~~ First Amendment to and Restatement of ~~the~~ Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of June 15, 2020. "Agreement" means this Second Amendment to and Restatement of Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center.

Section 5. Effective Date, Term, Termination, and Modification. This ~~agreement~~ Agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This ~~agreement~~ Agreement shall be and remain in force for a period of 10 years from the ~~effective date~~Effective Date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This ~~agreement~~ Agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B.200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a ~~Prior Development Agreement~~ prior development agreement between the parties dated January 22, 2002 ("Prior

Development Agreement”) are hereby reinstated as of that termination date and shall be in full force and effect for the 299 Reserved and unused transportation trips provided for in such Prior Development Agreement which shall be and remain vested under this Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the ~~Hearings Examiner Decision dated August 31, 2015~~ Amended PFMP. The ~~Hearings Examiner Decision~~ Amended PFMP identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the Amended PFMP ~~approval~~.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Amended PFMP ~~Public Facilities Master Plan~~ will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City’s right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of parcel 37916251)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. ~~PeaceHealth~~ The City shall initiate proceedings for vacation of the rights-of-way included in this Agreement prior to the submittal of Type II site plan review applications for projects included in the Amended PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees (“TIFs”) that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip (“ADT”) generation and p.m. peak hour trips from the existing uses on the Property as of the ~~effective date~~ Effective Date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use.

Capacity for the current 335 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the Prior Development Agreement and 36 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 335) shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the ~~effective date~~ Effective Date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the Amended PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the ~~February 2015~~ October 2021 TIA submitted with the Amended PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the Amended PFMP ~~master plan therefor~~ shall be controlled by the terms and conditions of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040 as of the earlier of the date of any fully complete land use application being processed for approval with the Development Agreement, or ~~October 10, 2016~~, the ~~effective date~~ Effective Date of ~~the Development~~ this Agreement. “Vesting” shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan, or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals (“implementing land use approval(s)”) that are consistent therewith, in accordance with the zoning, development, and land use ordinances in effect upon the date of the vesting of the ~~Development~~ this Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under the Development Agreement. This Agreement and the development standards in, and terms of, ~~the Development~~ this Agreement govern during the term of ~~the this Development~~ Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the ~~effective date~~ Effective Date of the Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition, or standard and proceed under any ordinance, requirement, condition, or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall

continue beyond the term of ~~this~~ ~~Development~~ Agreement as to any fully complete implementing land use application in process or granted by the City during the term of ~~the Development~~ this Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of ~~the Development~~ this Agreement must be consistent with ~~the Development~~ this Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties highlighted on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, ~~this~~ Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement ~~is~~ as provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change, or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the ~~property~~ Property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. ~~If~~ If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of ~~the agreement this~~ Agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the laws of the State of Washington shall control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties, or any similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request

of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and ~~insure~~-inure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations, and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of ~~the agreement~~this Agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This ~~agreement~~Agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, and assigns. This ~~agreement~~Agreement shall be recorded in Clark County real property records for the ~~property~~Property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the ~~property~~Property to another person, corporation, partnership, or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of ~~the Development~~this Agreement shall be for ten (10) years from the ~~effective date~~Effective Date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Agreement will become effective ~~upon signature by the City, after a public hearing has occurred upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties.~~

Commented [ALM1]: Revised to be consistent with definition in Section 5.

Section 29. Run with the Land. This Agreement shall run with the land and be binding on the ~~parties'~~ parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

PeaceHealth, LLC:

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

STATE OF WASHINGTON)

: ss

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this _____ day of _____, ~~2016~~20222023

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this _____ day of _____, ~~2016~~20222023

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____ -



Parking Areas

Existing Buildings

10 YR Masterplan Buildings

Open Space

Covered Walkway

Future (> 10 YR)
Buildout

Future Pha

M.O.B.
30,000 SF
Footprint
90,000 GSF

Parking Structure

C.U.P.
Building

C.U.P.

M O R

ancer
enter
5,000
SF

PeaceHealth Southwest
Medical Center

M.O.B.
Alt. #1
30,000 SF
Footprint
90,000 GSF

Admin
Building

ED
Expansion
6,000 SF
Footprint
4,000 GSF

Tower 2
65,000 SF Footprint
345,000 GSF

Firstenbur
Tower

ED
Expansion
26,000 SF
Footprint
14,000 GS

Revised Landscape and Parking

Parking Structure

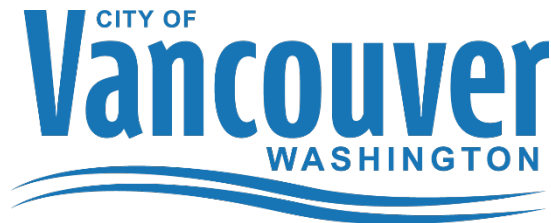
Flex Residential

Flex Residential

Future Phase

Future Phase

M.O.B.
Alt. #2
30,000 S
Footprin
20,000 G



City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

Amended Report
Staff Report and Decision
PRJ-167480/LUP-81939

Project Name	PeaceHealth Southwest Medial Center - Public Facilities Plan Amendment
Report Date	Reissued March 22, 2022 (original decision issued Feb. 10, 2022). <i>Only the transportation comments have been amended and replaced under Section 11.70 and 11.80 of this report.</i> All other sections of the report remain unchanged and are the same as stated in the original Feb.10, 2022 staff report and decision.
Proposal	Amendment to PeaceHealth's Public Facilities Plan Amendment including expanding emergency department, reconfiguring internal vehicle and pedestrian access, new surface parking, landscaping improvements and new canopy and drive aisle at the Mother Joseph Tower.
Location	400 NE Mother Joseph Place
Contact/Owner:	Rick Sanders PeaceHealth 1115 SE 64th Ave., Vancouver, WA 98683 360-729-2727
Staff	Keith Jones, Senior Planner/Case Manager Eric Hahn, Transportation Andrew Jorgenson, Fire Cole Benak, Water Aaron Odegard, Sewer Mike Swanson, Stormwater Susan McNutt-Koning, Building Julie Gilbertson, Solid Waste Charles Ray, Urban Forestry
SEPA Determination	Final Determination of Nonsignificance
Staff Decision	Preliminary Type II detailed Public Facilities Master Plan Amendment and Type I Conditional Use Minor Modification approval with conditions. Project conditions are identified in the conclusion of this report.

APPEAL

A 14-day appeal period is now in effect and will expire at 4 p.m., ~~Feb. 24, 2022~~ **April 4, 2022**.

No building or construction permits may be issued during this time. You will be notified immediately upon receipt of any appeal of this decision.

Requests to appeal this decision must be made in writing. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

A fee of \$2,034 must accompany the appeal. However, if the aggrieved party is a recognized neighborhood association, the fee assessed is \$154. The association must demonstrate at the time of appeal submittal that the decision to appeal was made pursuant to association bylaws.

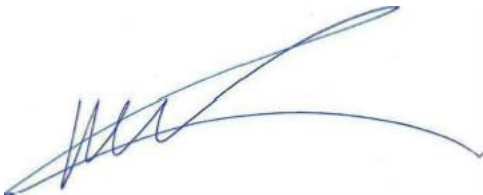
During the current COVID-19 crisis, the appeal request shall be emailed to epians@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

For questions or additional information, you may contact the case manager by e-mail at keith.jones@cityofvancouver.us



Report Prepared By
Keith Jones, Senior Planner/Case Manager

March 21, 2022
Date



for
Greg Turner, Manager
Land Use Team

March 21, 2022
Date

BACKGROUND

Background

PeaceHealth Southwest Medical Center currently operates on an approximately 55-acre campus at the northeast corner of NE 87th Avenue and Mill Plain Boulevard. The medical center has existed in this location since the early 1970s and has an approved Public Facilities Master Plan that was approved in 2001 and most recently updated in 2019/2020.

Proposal and Approval Request

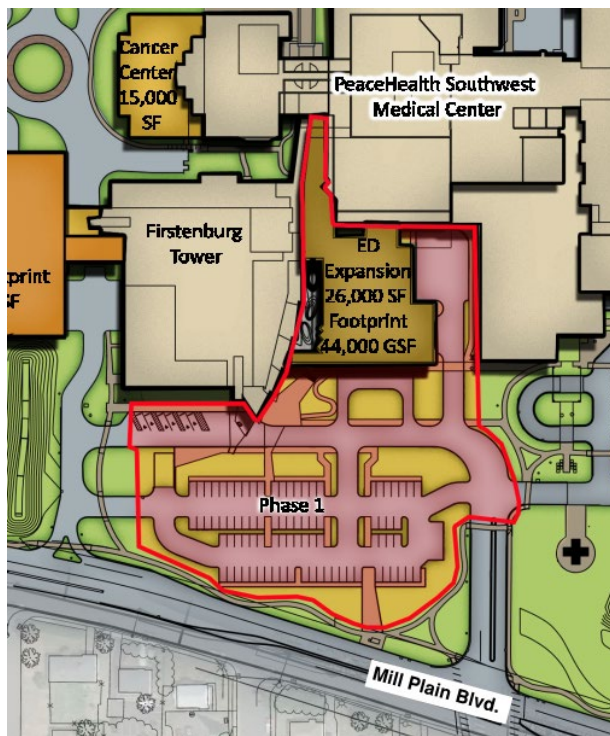
The applicant requests approval of an amendment to the existing approved Public Facilities Master Plan. The amendment to the conceptual master plan would add detailed amendments that would allow for construction following civil engineering and building permit approval. Medical Centers are a conditional use in the Office Commercial Industrial (OCI) zone; therefore the applicant also requests a minor modification to an existing conditional use permit.

Detailed elements to be added to the existing Public Facilities Master Plan include:

1. Emergency Department Expansion and Associated New Surface Parking Lot

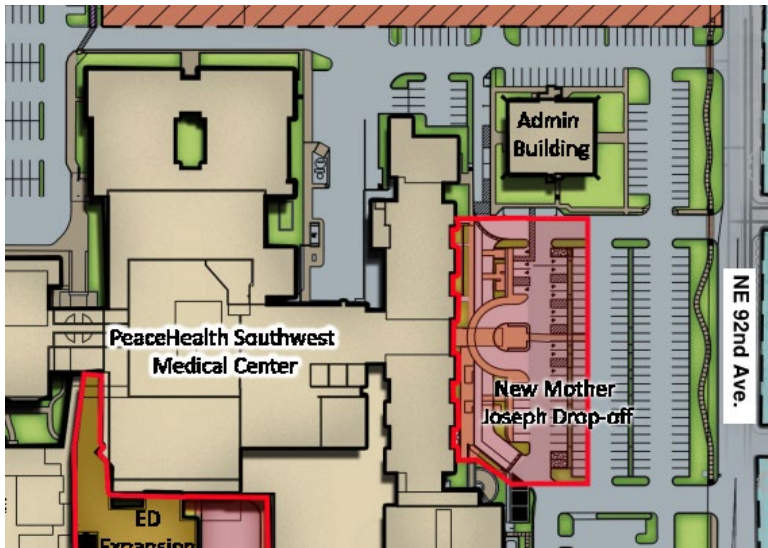
The existing Emergency Department is located off Mill Plain Boulevard, set back from the street roughly 450 feet and is 17,470 square feet. The future building expansion would be two-stories and include an approximately 26,000-square-foot slab on grade ED expansion and approximately 18,000-square-foot second story to relocate an existing department (Observation Unit). The ground-floor improvements would include 15 new exam/treatment rooms. Combined with the 52 existing rooms, a total of 67 exam/treatment rooms would be within the ED.

Associated with the building expansion is a new 80-space surface parking lot proposed to be located between the Emergency Department and Mill Plain Boulevard. The new parking area would be landscaped and screened per city standards. There would be no changes to the access from Mill Plain Boulevard, but internal vehicle and pedestrian access and vehicle drop-off space would be reconfigured.



2. Mother Joseph Tower Entrance

A new canopy and drive aisle realignments are proposed at the entrance to the Mother Joseph Tower. These changes would be internal to the campus and would not affect access off NE 92nd Avenue.



The remaining elements of the master plan are not proposed to be changed. The updated master plan identifying the two proposed changes is attached as Exhibit 3.

Land Use History

1970s to 1990s

The original hospital was built in 1972. Building expansions were completed in 1990 included a 5-level addition located on the western side of the 1972 building, a 3-level ambulatory care addition on the western edge of the building, and single-level additions to the immediate north and south of the 5-level building. The family birthing expansion was completed in 1998, and in June 1999, Southwest Washington Medical Center received approval for a 4-story medical office building and multi-story parking garage south of the hospital on the main campus (AU984151).

2001

The Hearing Examiner approved a Public Facilities Master Plan approval for:

New 5- and 6-level tower nursing unit addition and associated surface parking. Proposed conceptual master plan elements include: 5-level south medical center addition, 5-level parking structure, 5-level north "A" medical center addition, 3-level north "B" medical center addition, 5-level medical office/retail building, and surface/structured parking south of NE 5th Street.

(PRJ2001-00506/PSR2001-00046)

2004

The Hearing Examiner approved an amendment to the 2001 Public Facilities Master Plan approval as follows:

- One single nursing tower approximately 160 feet in height at approximately 325,814 gross square feet (excluding the rooftop elevator penthouse). The building footprint is approximately 55,000 square feet.
- The existing parking structure will be expanded to the south to accommodate approximately 359 new parking spaces on 3.5 decks. The building footprint of the expanded parking structure will be approximately 33,116 square feet.
- Additional surface parking spaces to be located throughout the campus. Approximately 64 parking spaces will be constructed within the lower-level parking garage, approximately 147

surface parking spaces will be added immediately west of the new nursing tower, approximately 24 spaces will be added in the Central Utility Plant Building parking area, approximately 18 spaces will be added adjacent to the Emergency Department, and approximately 22 spaces will be added to the existing north lot.

- Central Utility Plant building to accommodate mechanical and electrical needs for the expanded Medical Center. The Central Utility Plant will be approximately 18,648 gross square feet. This building will be at the southwest corner of the north parking lot.
- Additional parcels to be added to the original master plan boundary: 110835-000, 110836-000, and 110837-000 (now consolidated into tax lot 110840-002), 110839-000, 110833-000, 166184-000 and 166166-000. Improvements are not proposed for the properties with this application. (PRJ2004-01050/PSR2004-00047)

2014

The existing 42-acre hospital campus on Mill Plain Boulevard and 18 acres of expansion areas immediately east and northeast was rezoned to OCI and comprehensive plan map changed to PF from a mix of Industrial/OCI, Commercial/CC, Urban High Density Residential/R-18, Public Facility/R-30 and Urban Low Density Residential/R-6. (Ordinance N0 M-4103).

2015

The Hearing Examiner approved a conceptual Public Facilities master plan that included the following elements:

- Two 90,000-square-foot medical office buildings
- 15,000 square foot Cancer Center Expansion
- Tower 2: A new approximately 345,000-square-foot 8-story inpatient hospital
- Additional surface parking
- Extension of NE 9th Street
- Right of way vacation

(PRJ-145134/LUP-43504)

2016

A Development Agreement was approved by City Council Oct.10, 2016 that is effective for 10 years expiring in 2026. The agreement contains the following:

- Support 2014 PFMP approval
- Vest development regulations
- Reserve and vest vehicle trip capacity
- Set timing and cost of right of way dedications and vacations

2019

Approximately 2.3 acres was removed from the PeaceHealth Public Facilities Master Plan and rezoned from OCI to R-35 to allow for a 70-unit affordable housing development. (Ordinance M-4299)

General Site Information

Zoning District	OCI
Adjacent Zoning Designation	R-6, R-9, R-18, R-30, CC & Park
Comprehensive Plan Designation	PF
Parcel Size	55 acres
Adjacent Land Uses	Residential and commercial
Access Roads	E Mill Plain Blvd., NE 92 nd Ave & NE Mother Joseph Pl
Existing Vegetation	Landscaping
Existing Structures	Hospital Campus
Topography	Flat

Geologic Hazards	No mapping indicators
Seismic Hazard	NEHRP Class C
Habitat and Species Impacts	No mapping indicators
Flood Plains	No mapping indicators
Wetlands	No mapping indicators
Archaeology	Level B – Lower Probability
Drainage Basin	Burnt Bridge Creek & Columbia Slope
Wellhead Protection	Located inside wellhead protection area
Soils	Non-Hydric / LgB & Non-Hydric / WrB
Park Impact Fee District	District B
School Impact Fee District	Evergreen
Impacted Schools	Marrion, Wy East & Mt. View
Traffic Impact Fee District	Cascade
Transportation Analysis Zone	142
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	North Garrison Heights

Procedural History

Activity	Case #	Date
Pre-application Meeting	PIR-81607	7/18/2021
Application Accepted	LUP-71939	11/18/2021
Application determined fully complete		12/9/2021
Notice of Application		12/22/2021

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.70 Transportation Concurrency; 11.80 Street and Development Standards; 14.04 Water and Sewer Use Regulations and Charges; 14.08 Connection to Public Sewers; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 16.04.150 Fire Apparatus Access; 16.04.160 Fire Protection Water Supplies; 16.04.170 through 16.04.200 Fire Protection Systems; 20.210 Decision Making Procedures; 20.245 Conditional Use Permits; 20.268 Public Facilities Master Plans; 20.440 Industrial Districts; 20.710 Archaeological Resource Protection; 20.770 Tree, Vegetation and Soil Conservation; 20.790 SEPA Regulations; 20.915 Impact Fees; 20.925 Landscaping; 20.935 Off-Site Impacts; 20.945 Parking and Loading; 20.970 Solid Waste Disposal and Recycling and 20.985 Vision Clearance.

Public Works Publications

General Requirements & Details for Water Main Construction

General Requirements & Details for Sewer Main Construction

Other

Manual on Uniform Traffic Control Devices

ANALYSIS

Major Issues

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether the project complies with the requirements of the code.

Only the major issues, errors in the development proposal and/or justification for any conditions of approval are discussed below. Staff finds all other aspects of this proposed development comply

with the applicable code requirements and require no discussion in this report.

AGENCY AND PUBLIC COMMENT

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Public Comments

Two public comments were received:

1. E-mail from Ron Zito – Dec. 21, 2021

Public Comment: *As a public servant myself, I have continually been impressed by the outreach the City of Vancouver has performed regarding land development initiatives and other public projects in our City.*

This evening, however, I am writing to you as a concerned resident of the Garrison Heights Neighborhood Association regarding PRJ-167480/LUP-81939 PeaceHealth Southwest Medical Center - Public Facilities Plan Amendment.

I understand that the City seeks to issue a DNS to approve this project. However, as I review the organization's plans it appears acres of current greenspace will soon become impervious asphalt that will undoubtedly trap heat and create surface runoff issues. I am not an attorney but as I review WAC 197-11-960 it appears the environmental elements listed for consideration would be detrimentally impacted under this proposal.

As we are all aware of the daunting reality of climate change, I can't help but ask that you seek to request mitigation efforts from Peace Health to ensure that their plans for this extraordinary amount of additional parking is done so in an environmentally responsible fashion. Having lived in Garrison Heights for over a decade I can personally attest that the Hospital has ample parking space empty every single day. And as a concerned community member I struggle to see the value in paving more natural space with no clear need.

Thank you for your service to our community. I deeply appreciate any effort you can extend to nudge this project in a direction that considers the deleterious impacts of less greenspace and more pavement in our City. This seems to counteract the City's own tree canopy coverage goals under its Public Works department.

Applicant Response: Thank you for your comment. The parking included in the master plan was proposed in accordance with the City's parking requirements based on the use and size of the future medical office buildings. It is intended to accommodate the future parking demand at full build-out of the campus and will be constructed at the time the medical office buildings are constructed. As identified in the State Environmental Policy Act checklist completed for the project, all future parking areas will be developed in accordance with City standards to manage stormwater runoff, provide landscaping, and adhere to the City's tree code, which requires mitigating for impacts to trees and vegetation that is removed during development. PeaceHealth is also participating in the City's Tree Canopy Achievement Program, which helps the city achieve its tree canopy goal of 28% by 2030 (<https://www.cityofvancouver.us/publicworks/page/tree-canopy-achievement-program-treecap>).

Staff Response: As evidenced by this staff report and decision the project complies with applicable city code.

2. E-mail Laural Houlihan – Dec. 26, 2021

Public Comment: *We are neighbors to PeaceHealth Southwest. We appreciate the service the hospital and staff provide to our community and understand the need to expand.*

We are, however, concerned about the future expansion in the Master Plan Concept for Buildout.

We live at 1103 NE 89th Avenue across from Coop Park. We, and I'm sure most of our neighbors, enjoy the beautiful trees that grow in the area slated for the "Future Phase." It is our sincere desire that the trees in this area be protected as much as possible. This is not only an aesthetic concern but also important to protecting the area's environment and preserving wildlife habitat.

Applicant Response: Thank you for your comment. The use of the designated "Future Phase" area north of NE 9th Street on the master plan is currently unknown and development on this property is not anticipated during the 10-year build-out included in this master plan update. When development is planned for this property in the future, site planning and development will be done in accordance with all applicable City and State environmental regulations. This includes the City's tree code, which requires protection for certain tree species/sizes and tree planting for any trees removed, and the City's critical areas ordinance, which regulates development in/near wildlife habitats.

Staff Response: As evidenced by this staff report and decision the project complies with applicable city code.

Washington State Department of Ecology

The Department of Ecology submitted a comment letter dated Jan. 5, 2022 (Exhibit 9). The letter indicates requirements for solid waste management, toxics cleanup and water quality/watershed resources. Development of the site must be in conformance with the requirements noted in this letter.

COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE VANCOUVER MUNICIPAL CODE

VMC Title 20 – Land Use and Development Code

Chapter 20.200 – Land Use Decisions

20.210 Decision Making Procedures

Finding: The applicant requests approval of Public Facilities Master Plan amendment. Per 20.268.040.C.3 the request is classified as a Type II procedure. The applicant completed the required pre-application meeting Jul. 28, 2021. The application was accepted Nov. 18, 2021, and deemed fully complete Dec. 9, 2021. A notice of application with a 14-day comment permit was issued Dec. 22, 2021. The 14-day comment period ended Jan. 5, 2022. Three comments were received, see public and agency comment section.

20.245 Conditional Use Permits

20.245.020 Approval Process

C. Minor modification of approved or existing conditional use.

1. Any modification that is not within the description of a major modification as provided in Subsection (B)(2) above shall be considered a minor modification.
2. An applicant shall request approval of a minor modification by means of a Type I procedure, Section 20.210.040 VMC, using approval criteria in Subsection (3) below.
3. A minor modification shall be approved, approved with conditions, or denied following the Planning Official's review based on the findings that the proposed development is in compliance with all applicable requirements of this Title.

Applicant Response: The entire PFMP boundary and the ED expansion and new parking area (supporting the ED expansion) are in the OCI zone. Per Table 20.440.030-1, Medical Centers are conditional uses in the OCI zone. The hospital is an existing, approved conditional use and a modification to the hospital requires conditional use review by the City. Per the pre-application report, the ED expansion would be considered a Type I minor modification because it would not change a condition of approval, change a use classification, or change the operational use, and it

would not increase floor area by more than 25 percent. The minor modification only applies to the ED expansion and not the other projects included in the PFMP.

Finding: Staff concurs with the applicants finding.

20.245.040 Approval Criteria

A. *Approval standards. The Hearings Examiner shall approve, approve with conditions, or deny an application for a conditional use or to enlarge or alter a conditional use based on findings of fact with respect to each of the following criteria:*

1. *The site size and dimensions provide adequate area for the needs of the proposed use;*

Applicant Response: There is adequate area on-site for the physical expansion of the ED and the required needs supporting the facility. The existing hospital campus is roughly 42 acres (along with 13 acres for future expansion). The existing ED is 17,470 square feet. The ED expansion would add approximately 26,000 square feet on grade and an approximately 18,000-square-foot second story. The ED expansion is immediately surrounded by existing medical buildings. The existing access off Mill Plain Boulevard (Mother Joseph Place) would be used to service the ED expansion and no upgrades to the driveway or accessway would be required aside from some internal roadway reconfigurations. The new parking area supporting the expansion would be located on an existing lawn area adjacent to Mill Plain Boulevard.

Finding: Staff concurs with the applicants finding.

2. *The impacts of the proposed use of the site can be accommodated considering size, shape, location, topography and natural features;*

Applicant Response: Impacts from the proposed use of the site are expected to be minimal. The proposed ED expansion would be accommodated on the existing campus and would be within an area of the campus that includes existing development.

Details related to tree preservation and removal are provided on the Tree Preservation and Removal Plan included in the application package. No other natural features exist on-site, and the topography is generally level, consistent with the highly-developed nature of the area. The new parking area would be landscaped and screened per City regulations.

Finding: Staff concurs with the applicants finding.

3. *All required public facilities have adequate capacity to serve the proposed development;*

Applicant Response: As demonstrated in the utility assessment memorandum (Appendix I) completed for this proposal, capacity in the existing public water and sewer system is available to serve the ED expansion/parking area, and utility line improvements have been proposed where necessary to accommodate increased flows from the ED expansion. Additionally, as demonstrated in the TIA (Appendix G), the existing transportation system would accommodate the projected peak-hour trips generated from the expansion. No changes to the existing driveway off Mill Plain Boulevard or accessway to the ED expansion would be needed aside from some internal roadway reconfigurations.

The 43 PM peak-hour trips generated from the ED expansion would be deducted from the 335 PM peak-hour trips vested to PHSW for future medical campus development or redevelopment under their existing development agreement.

Finding: Staff concurs with the applicants finding.

4. *The applicable requirements of the zoning district, and other applicable documents are met except as amended by the conditional use permit or variances requested pursuant to Chapter 20.290 VMC; and*

Applicant Response: All other applicable requirements under the zoning district and other applicable regulations for this proposal are met, as demonstrated throughout this application narrative.

Finding: Staff concurs with the applicants finding.

5. *Identified impacts on adjacent properties, surrounding uses and public facilities have been adequately mitigated.*

Applicant Response: The ED expansion and new parking area are not expected to have impacts on adjacent properties, surrounding uses, or public facilities that would require mitigation. As previously stated, the ED expansion would be immediately surrounded by existing medical buildings on an established hospital campus. The expansion would be served by existing public facilities with utility improvements as identified in the utility assessment memorandum and on the utility plan included in the application package. The transportation mitigation identified in the TIA would not be required in conjunction with the ED expansion and would be installed with future campus development. The applicant will be contributing a proportionate share fee for the PM peak hour trips associated with the ED expansion sent through the nearby Lieser/St.Helens/McArthur intersection.

For the reasons listed above, the proposal meets the City's conditional use standards and approval of the requested Type I minor modification is warranted.

Finding: Staff concurs with the applicants finding.

20.268 Public Facilities Master Plans

Finding: The hospital campus has an existing approved Public Facilities Master plan. The proposal will add detailed elements to the existing master plan to allow for construction (see background section for additional details).

20.268.040 Approval Process

- C. *Modification of approved detailed or hybrid master plans. The type of approval process required to address requested modifications of an approved detailed or detailed phases of a hybrid master plan depends upon the magnitude of the proposed change. Modifications include requests to add, remove or change any aspect of the approved master plan.*

Finding: The applicant has an approved conceptual Public Facilities Master Plan for the 55-acre hospital campus (see land use history in background section).

The applicant qualifies for a Type II approval as specified below:

3. *Type II review. The following shall be reviewed by means of a Type II review, using procedures contained in Section 20.210.050 VMC.*
 - a. *A change in the approved campus boundary resulting in the exchange of properties where the total amount of land in the approved boundary remains the same or is decreased.*

Finding: Does not apply.

- b. *New building or building addition exceeding 10,000 gsf but less than 50,000 gsf, not anticipated and, therefore, not contained in the initial master plan approval, located more than 100' from the campus boundary abutting residentially-zoned property. The request must comply with the applicable base zone design and development standards, as modified in the initial master plan approval, and all relevant conditions of approval. For new buildings or building additions exceeding 25,000 gsf under this provision, the applicant shall provide traffic and parking analyses of the proposal as part of the Type II application.*

Finding: The proposed Emergency Department includes an approximate 26,000-square-foot ground floor and an 18,000-square-foot second story and is attached to the main hospital building. Therefore, the total square footage of the addition is approximately 44,000 square feet. The addition is more than 500 feet away from the campus boundary.

Since the proposed square footage to be added is between 10,000 and 50,000 square feet and more than 100 feet away from the campus or master plan boundary, the proposal requires a Type II amendment process as requested by the applicant.

The applicant has provided a traffic and parking analysis.

- c. *New building or building addition exceeding 3,000 gsf but less than 25,000 gsf, not anticipated and, therefore, not contained in the initial master plan approval, located within 100' of the campus boundary abutting residentially-zoned property. The request must comply with all applicable base zone design and development standards, as modified in the initial master plan approval, and all relevant conditions of approval.*

Finding: Does not apply, the request fits under “b” above as the applicant has provided a traffic and parking analysis as required by “b” above.

- d. *An increase or decrease of up to 10% in the total number of parking spaces approved in the initial master plan approval. The applicant shall provide a parking analysis related to the proposal as part of the Type II application.*

Finding: According to the applicant’s parking analysis (Exhibit 13), the proposal will result in a net increase of 72 parking spaces for the build out of the master plan. This will result in a four percent increase in parking. Since the increase does not exceed 10 percent, the proposed amendment is a Type II as requested by the applicant.

20.268.050 Approval Criteria

A. *Approval criteria. To receive approval for a public facility master plan, the applicant must demonstrate compliance to all of the following approval criteria:*

- 1. *Content. The master plan contains all of the components required in Section 20.268.070 VMC.*

Finding: Response to 20.268.070 is provided below.

- 2. *Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the title, except where variances are being approved as part of the master plan application.*

Finding: As demonstrated in this staff report and decision, the applicant’s proposal complies with all applicable standards and prior master plan approvals.

3. *Transportation system capacity. There is either sufficient capacity in the transportation system to support the development proposed in all future phases safely or there will be adequate capacity by the time each phase of development is completed.*

Finding: City Transportation has reviewed the proposal and determined it complies, see transportation section of this report.

4. *Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to support the development proposed in all future phases adequately, or there will be adequate capacity available by the time each phase of development is completed.*

Finding: City engineering staff has reviewed the proposal and determined the project can comply as conditioned. The applicant shall obtain approval of a civil engineering permit prior to commencing any site work.

5. *Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources as identified on the city's inventories) are protected and enhanced in compliance with the regulations in this and other titles of the Municipal Code.*

Finding: None of these resources exist within the project area.

6. *Compatibility with adjacent uses. The master plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the public facility campus and adjacent uses.*

Applicant Response: The hospital campus on Mill Plain Boulevard has been in operation for over 50 years. During this time, the campus has expanded to serve a larger regional population and adapt to the changing healthcare environment. With this continued growth, PHSW has worked to minimize impacts on adjacent residential uses through design, landscaping, traffic management, and transportation improvements. PHSW has worked closely with adjacent property owners and the North Garrison Heights Neighborhood Association in developing a master plan that meets the needs of medical center expansion while minimizing impacts to neighboring properties. The following measures to limit conflicts between PHSW and adjacent uses are included in the PFMP and would remain in this update:

- To address concerns expressed by neighboring property owners, during the prior PFMP update, about increased hospital-related traffic on NE 94th Avenue and NE 5th Street, east of NE 92nd Avenue, PHSW is proposing to limit vehicular access to the southeastern build-out area from Mill Plain Boulevard and NE 92nd Avenue and to provide no vehicular driveway access from either NE 94th Avenue or NE 5th Street.
- An extension of NE 9th Street, west connecting to NE 87th Avenue, is included in the PFMP. This extension would provide an important east–west connection in the local transportation grid and provide enhanced pedestrian and vehicle access to Coop Park.
- The design standards from the 2004 PFMP (Appendix K), which remain the applicable design standards for the campus, are included in this submittal. Adhering to the design standards during site and landscape development would ensure high-quality design that would be compatible with the existing campus and would minimize impacts to neighboring properties. The ED expansion and new parking lot have been designed to the design standards outlined in the 2021 memo included with the 2004 design standards in Appendix K, as well as applicable sections of the City's code. These design standards would also be applied to future phases of master plan development during site development applications.

- *As demonstrated on the master plan concept plans, pedestrian connections would be maintained throughout the campus and enhanced in the proposed future build-out areas. These connections would provide greater pedestrian circulation throughout the campus and surrounding neighborhood.*
- *In addition to the NE 9th Street extension, transportation improvements are proposed in conjunction with this PFMP to address traffic impacts related to medical center expansion. These transportation improvements would increase local capacity and enhance the effectiveness of the transportation network. See the TIA (Appendix G) for additional details.*
- *Parking for the PFMP is distributed throughout the existing campus and future build-out areas in order to minimize parking impacts on the surrounding neighborhood. Furthermore, the campus expansion has been planned and designed to ensure the provision of adequate campus parking at each stage of project development.*

Finding: Staff concurs with the applicant's finding.

7. *Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.*

Applicant Response: Mitigation measures proposed within the PFMP are addressed in response to VMC 20.268.050(A)(6) and in response to VMC 20.268.050(A)(6), as well as and in the SEPA checklist (Appendix J).

Finding: Staff concurs with the applicant's finding.

8. *Balance of benefits and impacts. The public benefits of the proposed public facility outweigh any impacts that cannot be mitigated after considering the alternatives.*

Applicant Response: PHSW recognizes that the expansion of the hospital into former residential areas creates the potential for aesthetic- and nuisance-related effects on the surrounding residences, particularly at the outer edges of the future hospital campus. Issues such as lighting, glare, noise, and traffic have the potential to affect neighbors. However, all of these potential impacts would be avoided and/or mitigated through the appropriate implementation of specific measures. As noted in the SEPA checklist and throughout this narrative, PHSW is proposing the following measures to avoid or minimize the potential effects of campus growth and the proposed project.

- Vehicular access to the eastern expansion area would be limited to access from Mill Plain Boulevard and NE 92nd Avenue, and no vehicular driveway accesses would be provided from NE 94th Avenue or 5th Street.
- Where necessary, perimeter hedges and screening would shield adjacent residential properties from vehicle headlights.
- Full cut-off fixtures would be used for exterior lighting to the greatest extent possible while maintaining proper security lighting.
- Transportation improvements are included in the TIA (Appendix G) and identified in Section 5.1.
- Noise attenuation measures to be implemented would include the following:
 - Using silencers and/or sound screens on rooftop mechanical equipment.
 - Designing the central utility plant envelope to minimize noise transmission.
 - Using mufflers on the exhaust stacks of emergency generators.
 - Selecting low noise cooling towers.

With the implementation of these measures, no impacts are anticipated that cannot be mitigated. It should also be noted that PHSW provides significant tangible benefits to the Vancouver community. For example, in 2021, PHSW contributed over \$48 million in estimated community services and care.

PHSW also contributes time and money to the education of health professionals and community health programs. Additional PHSW community benefits are discussed on PHSW's website at <https://www.peacehealth.org/sites/default/files/southwestataglancefy20.pdf>.

Considering that the potential impacts of the ED expansion and new parking lot and future hospital campus development would be mitigated, and considering the significant public benefits provided by the hospital, the PFMP complies with this criterion.

Finding: Staff concurs with the applicant's finding.

B. Conditions of approval. The review authority shall impose any conditions of approval necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable.

Finding: Conditions of approval are listed at the end of this report.

20.268.060 Development Standards

A. Applicability. The development standards in Subsection B below are established for public facilities located in residential zones.

B. Development standards.

- 1. For portions of an institutional campus abutting all residential zones and the CC and WX zones (not separated by a street):*
 - a. Minimum building setback: 35';*
 - b. Maximum height: 35' at the setback increasing 1' for every one foot of additional setback for a maximum height of 90'; and*
 - c. Minimum landscaped buffering between use and adjacent residential or commercial development: 15'.*
- 2. The development standards in Subsection (1) above do not apply to existing buildings.*
- 3. All other development standards, including minimum and maximum setbacks, height, lot coverage, floor-to-area (FAR) ratio and minimum landscaping, will be developed as part of the master plan. Concurrent variances, as regulated by Chapter 20.290 VMC are not required. (Ord. M-3643, 01/26/2004)*

Applicant Response: The ED expansion is proposed between existing medical buildings on-site and would not abut a residential zone or the CC or WX zones. No other development is proposed at this time. The conceptual future buildings in the master plan would be set back more than 35 feet from the R-6 zone and future Tower 2 would be set back roughly 40 feet from the CC zone in the southwest corner of the campus.

Tower 2 would abut the CC zoned property and would be 160 feet tall. A modification to the base zone standards, consistent with the design flexibility permitted by the PFMP, was approved under the 2015 master plan amendment (PRJ-145134/LUP-43504) for Tower 2 (see response to the OCI development standards below). As shown on the master plan graphics, landscape buffering between future medical uses and residential areas to the east and the north would be provided.

Finding: Staff concurs with the applicant's findings.

Chapter 20.400 – Zoning Districts

20.440 – Industrial Districts

20.440.030 Uses

Applicant Response: All proposed development under this PFMP except the areas identified for future “flex residential” development, are located in the OCI zone. Per Table 20.440.030-1, Medical Centers are conditional uses in the OCI zone. The conditional use criteria is addressed in Section 5.5.2 for the ED expansion, supporting parking areas, and circulation improvements. Per Table 20.440.030-1, medical office and clinical uses are allowed in the OCI zone outright, which

would apply to the future medical office buildings. Tower 2 and the Cancer Center expansion would be considered medical center uses and would require compliance with the conditional use criteria at the time of development. Compliance would be addressed through future individual site development permits.

Finding: Staff concurs with the applicant's findings.

20.440.040 Development Standards

Finding: The development standards are contained in Table VMC 20.440.040 – 1. The applicant provided a response to the development standards including a Table, Table 6, that demonstrates compliance with the development standards.

20.440.040(C) OCI Zone

Finding: Beginning on page 31 of the applicant's narrative, the applicant provided a response to the OCI zone requirements. Staff concurs with the applicant's findings that the project complies.

Chapter 20.700 – Environmental Regulations

20.710 - Archaeological Resource Protection

Finding: An archaeological pre-determination for the site was completed by Heritage Research Associates (HRA) June 5, 2001. A review of archaeological and historical records discovered that no archaeological or historic sites had been recorded within the project area. Additionally, a field investigation within the previous PFMP boundaries identified no archaeological materials. Since no archaeological or historic sites were discovered, HRA recommended that no further archaeological work was required on the site.

Given the outcome of the 2001 predetermination, the fact that the site is in a lower priority discovery area (Level B) and the amount of prior development, an updated archaeological predetermination is not required.

20.770 - Tree, Vegetation and Soil Conservation

20.770.050 Tree, Vegetation and Soil Plan Preparation

Finding: A Level II tree, vegetation and soil conservation plan is required. The applicant has provided a Level II tree plan, in compliance with this section.

20.790 - SEPA Regulations

Finding: Three comment letters were received within the comment period, see public and agency comments section. After review of these comments, it is determined that a determination of nonsignificance is appropriate. A final DNS is hereby issued with this report.

Conclusion: The proposal complies with SEPA requirements.

Chapter 20.900 – Additional Development Regulations

20.915 - Impact Fees

Finding: Traffic impact fees are required to be paid for commercial development. The Transportation Impact Fees (TIF) are based upon the approved traffic study and are paid at the time of building permit issuance. The total fee is \$116,749.20. For the ADT calculation see Exhibit 16.

20.925 - Landscaping

20.430.030 General Provisions

A. Landscaping Requirements. Landscaping shall be provided and maintained per Table 20.925.030–1 and 20.925.030-2 of this section.

Applicant Response: The ED expansion would be set back roughly 400 feet from the front lot line adjacent to Mill Plain Boulevard and the new parking area would be located between the expansion area and the street. Across Mill Plain Boulevard are also OCI zoned lots. Per Table 20.925.030-1, the minimum landscape and buffer setbacks between two OCI sites separated by a street is 5 feet of L2 (low screen) landscaping. The L2 screening intent is being met with a 30-inch high landscaped berm at the edge of the parking and tree planting layout. Additionally, some landscape shrub/groundcover plantings will be placed along the edges as well as longer grasses so the remaining 6 inches of height requirement would be met.

The Mother Joseph Tower improvements would be located roughly 125 feet west of the R-6 zone across NE 92nd Avenue. The minimum landscape and buffer setbacks between an OCI site and an R-6 site separated by a street would be 10 feet of L2. Landscape screening meeting this requirement already exists on-site.

As shown on the concept plans, landscape screening would be provided on the entire campus in accordance with Table 20.925.030-1. Additionally, the landscape buffer zone standards that were approved in the 2015 PFMP amendment would also be implemented (see Appendix K. Design Standards).

Finding: Staff concurs with the applicant's finding.

20.925.060 Street Trees

Finding: Street trees are provided to the satisfaction of the urban forester.

20.925.070 Buffering, Screening and Open Storage

Buffering and screening of parking, solid waste containers, and open storage shall be required as follows:

A. Parking lots. All parking, loading and maneuvering areas including driveways and drive-through lanes shall be screened from view per the standards of 20.945.040(1)(2) VMC.

Finding: Complies, see response below under Section 20.945.040 Parking and Loading.

B. Screening of service facilities. Except for one-family and two-family dwellings, any solid waste container or recycling or disposal area and ground-level service facilities such as gas meters and air conditioners which would be visible from a public street, parking area, or any residentially-zoned property shall be screened from view per the standards of 20.970 VMC by placement of a solid wood fence, evergreen hedge or masonry wall. All refuse materials shall be contained within the screened area.

Finding: Project complies with this section.

C. Open Storage. Open storage, or storage not wholly within an enclosed building shall be required to meet the following requirements of Table 20.945.070-1.

Finding: Not proposed.

20.925.080 Interior Parking Areas

New developments and redevelopments shall provide interior parking lot landscaping per the standards of 20.945.040(1)(3).

Finding: Complies, see response below under Section 20.945.040 Parking and Loading.

20.935 - Off-Site Impacts

Finding: The proposal must at all times comply with the environmental noise, off-site drainage, smoke and particulate, light and glare, and vibration limits of VMC 20.935. If at any time the

proposal is out of compliance with the off-site impact regulations of VMC 20.935, the property owner must make revisions to bring the site into compliance.

20.945 – Parking and Loading

20.945.020 Applicability of Provisions

Finding: The proposed parking is considered accessory parking and is to be reserved for customers and employees associated with the development. The required accessory parking shall be made available for the use it serves at time of occupancy and shall not be used for storage of vehicles or materials.

20.945.030 General Provisions

Finding: The accessory parking is located on the same site as the use in compliance with this requirement.

20.945.040 General Design Standards for Surface Parking Areas.

B. Maintenance of parking areas. All parking lots shall be kept clean and in good repair at all times. Breaks in paved surfaces shall be repaired promptly. Broken or splintered wheel stops shall be replaced so that their function will not be impaired.

Finding: The owner is responsible for maintaining the parking lot in compliance with this section.

C. All signing and striping, including that for private parking lots, shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). Individual spaces shall be marked with painted stripes.

Finding: The applicant has submitted a signing and striping plan that indicates the proposed on-site signage will meet current city engineering standard and is in compliance with MUTCD.

D. Location. [...]

Finding: Parking is not proposed to be located in a setback area, in compliance with this section.

E. No parking space shall be located where backing maneuvers from such a space would interfere with traffic flow to/from a public street to the parking area, generally within 20' of a circulation aisle-way near a public street access point.

Finding: Plans demonstrate compliance with this section.

F. Driveways. [...]

Finding: Plans demonstrate compliance with this section.

G. On-site vehicle stacking for drive-through use [...]

Finding: Not proposed.

H. Pedestrian access, circulation and connections.

Finding: A main direct connection from the front of the building to Mill Plain Boulevard is provided complying with this section.

I. Parking lot landscaping.

2. Perimeter Landscaping:[...]

Finding: Landscaping is shown between the parking area and the street that complies with this standard.

3. Interior Landscaping: [...]

Finding: The Landscape Plan indicates that more than 10 percent of the parking area will be landscaped exceeding the minimum requirement. The landscaping is dispersed throughout the parking area in compliance with this section. One tree is required every 10 parking stalls and one shrub is required every 30 square feet. The plans demonstrate that this requirement is met.

J. Parking lot surfacing. [...]

K. Parking lot and access striping. [...]

Finding: The parking lot is proposed to be paved with spaces and drive aisles clearing marked consistent with this standard.

N. Lighting. [...]

Finding: The applicant has submitted a lighting plan showing that the parking lot will have lighting complying with standard.

O. Space and aisle dimensions. Table 20.945.040–2

Finding: The site plan demonstrates compliance with the parking space dimension standards.

20.945.070 Minimum Off-Street Parking Requirements

Applicant Response: Per the pre-application conference report, updated parking amounts and calculations for the hospital campus are to be provided with this PFMP amendment. A parking analysis (Appendix H) is included in the application submittal summarizing existing parking on the campus and future parking lost/gained from this proposal and future hospital development. As summarized in the parking analysis, with full build-out of the PFMP and the proposed parking shown on the concept master plans, the campus would have a surplus of 63 parking spaces over what is required in Table 20.945.070-2.

Finding: Staff concurs with the applicant finding.

20.945.080 Minimum Off-Street Loading Requirements

Finding: The proposal will continue to comply with the loading requirements of the public facilities master plan approval.

20.970 – Solid Waste

Finding: The proposed Master Plan for Peace Health Public Facility Master Plan (PFMP) Amendment adds an expanded Emergency Department and will include additional medical offices, cancer center, hospital tower, utility plant, and future built out areas to include medical center-related residential uses. As each phase or expansion is submitted for land use approval Peace Health should assure that each building and phase continues to satisfy the unique needs of the development proposed and any expansions are able to stand alone for its associated solid waste storage needs. The applicant will be required to ensure they design adequate storage space and plan for access by collection vehicles.

Advisory Note: Please ensure continuity of solid waste services during construction and communicate with your facility service provider(s) regarding any changes to site access. Consider making upgrades to the solid waste storage area/ loading bay to accommodate any projected increases in waste resulting from the Emergency Department expansion. It may also be an opportune time to plan for resiliency by exploring additional waste storage areas on site for future waste generation needs and/or for extra storage capacity in case of unscheduled service disruptions.

Informed design and planning for solid waste at the time of land use applications, from site plan and building design, will maximize garbage and recycling diversion and collection service efficiencies, safety and cost, and reduce or eliminate the need for work arounds.

20.985 – Vision Clearance

Finding: The plans demonstrate the requirements of this section are met.

VMC Title 11 – Streets and Sidewalks

Chapter 11.70 – Transportation Concurrency

Finding: All development within the PFMP is subject to a Development Agreement (DA) which was most recently approved by the City Council in 2020. The DA provided trip vesting of 335 weekday p.m. peak hour trips for the PFMP.

The applicant submitted a Transportation Impact Analysis (TIA) dated October 2021 from WSP. The TIA provided trip generation and intersection capacity analysis for the proposed ED expansion (identified as Phase 1). The TIA also provided updated trip generation and analysis for the remainder of the projects in the existing PFMP (identified as Phase 2).

To account for the effect of the pandemic on current traffic volumes and establish an accurate assessment of existing baseline traffic conditions, the traffic counts obtained in 2021 for the TIA were compared with pre-pandemic traffic volumes and adjusted accordingly. The a.m. peak hour counts were therefore increased by 18 percent, while the p.m. peak hour counts were increased by three percent.

Based on the information provided in the TIA, the proposed 44,000-square-foot expansion of the ED facility (Phase 1) will generate 472 new Average Daily Trips (ADT), including 38 new a.m. peak hour trips and 43 new p.m. peak hour trips. The remaining master plan projects (Phase 2) will generate 2,090 new Average Daily Trips (ADT), including 166 new a.m. peak hour trips and 189 new p.m. peak hour trips. This does not exceed the number of vested p.m. peak hour trips as stipulated in the 2020 DA. The submitted documentation fulfills the city's requirements for concurrency analysis.

Pursuant to VMC 11.70.090, SE Mill Plain Boulevard between Andresen Road and I-205 is designated a Category 1 Concurrency corridor, which stipulates that the corridor is operating at or above the city's adopted level of service standards. As previously noted, the proposed development will not generate any new peak hour trips above what has already been vested for this corridor, thereby having no adverse impact to the corridor level of service standard.

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards one off-site traffic mitigation project pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection or Corridor	Development Phase	Cost Per PM Peak Hour Trip	Number of Trips	Proportionate Share
Leiser / St. Helens / MacArthur intersection	Phase 1 (ED Expansion)	\$2,000	12	\$24,000
Total Proportionate Share Cost			\$24,000.00	

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$24,000.00.**

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as submitted.

Chapter 11.80 – Streets and Development Standards

Finding: The proposed 44,000-square-foot expansion of the ED facility (Phase 1) is in an area of the facility that has direct frontage on Mill Plain Boulevard. Mill Plain Boulevard is designated a principal arterial with center turn lane and bike lanes, which requires a minimum 60 feet half-width

right of way and 46 feet paved street half-width per City Standard Plan T10-04. The existing road along the project frontage of Mill Plain Boulevard includes asphalt roadway, curb, gutter, meandering sidewalks, ADA ramps, street lighting, and storm drainage. These facilities are considered to be fully constructed street frontage improvements. **The applicant is only required to provide signage changes along Mill Plain Boulevard as necessary to accommodate the proposed changes to the ED facilities. Otherwise, the applicant is not required to provide any additional right of way or street construction for the portion of Mill Plain Boulevard along the frontage of the project.**

Pursuant to the provisions of the associated 2020 DA, the applicant will construct transportation improvements as set forth in the Hearings Examiner Decision dated Aug. 31, 2015. Recommended modifications to these requirements are discussed below.

*The applicant submitted a Transportation Impact Analysis (TIA) dated October 2021 from WSP. The TIA makes recommendations for modifications to the requirements in the existing DA. **The following modifications shall be made to the list of improvements set forth in the existing DA. Timing of completion of these improvements shall be addressed during subsequent site plan reviews as part of the ongoing expansion of the site under the proposed Master Plan:***

- **Add a requirement to re-align the access on NE 87th Avenue which is currently located slightly offset from NE 5th Street so that the access aligns with NE 5th Street. Signalize the newly aligned intersection and provide a westbound left-turn lane and a shared thru/right westbound lane.**
- **Add a requirement to eliminate left-turn exits at the south parking garage access on NE 87th Avenue.**
- **Delete the requirement currently set forth in the existing DA to construct a separate northbound right-turn lane at the intersection of NE 86th Avenue and NE Burton Road.**

*Other than the items listed above, the current TIA submitted by the applicant did not recommend any further changes to the required improvements pursuant to the existing DA. **The following comments are a restatement of the remaining required improvements pursuant to the DA. The timing of completion of these improvements shall be addressed during subsequent site plan reviews as part of the ongoing expansion of the site under the proposed Master Plan.***

- **Installation of a right-turn only sign (Per MUTCD) southbound at the right-turn only driveway that accesses Mill Plain Blvd near SE 88th Street.**
- **Construction of a second westbound left-turn lane at the intersection of Mill Plain Blvd and Lieser Road, together with all required traffic signal modifications. This includes reconstructing a portion of Lieser Road to provide for a second southbound receiving lane.**
- **Construction of an extension to NE 9th Street to connect the existing NE 9th Street terminus near NE 90th Avenue with NE 87th Avenue.**
- **Construction of a westbound right-turn deceleration lane at the intersection of Mill Plain Blvd and NE 93rd Street.**
- **Construction of a new pedestrian connection to link the PHSW campus to the expansion area adjacent to NE 92nd Avenue, NE 94th Avenue and NE 5th Street.**

Mill Plain Blvd

Mill Plain Boulevard is designated a principal arterial with center turn lane and bike lanes, which requires a minimum 60 feet half-width right of way and 46 feet paved street half-width per City Standard Plan T10-04. If the existing right of way is substandard, right of way dedication will be required. The existing road along the property frontage of E Mill Plain Boulevard includes asphalt roadway, curb, gutter, meandering sidewalks, ADA ramps, street lighting, and storm drainage.

Where frontage improvements don't currently exist along E Mill Plain Boulevard the applicant shall install City of Vancouver standard frontage improvements including a driveway approach, detached sidewalks, street lighting, ADA ramps, planting strip, traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Per VMC 11.80.110(A), no access shall be allowed on E Mill Plain Boulevard, an arterial unless no other access to the site is available. NE 93rd Avenue is proposed to be converted into a private driveway to serve future buildings. City staff would support a road modification to retain this access point on E Mill Plain Boulevard.

A deceleration lane shall be provided for vehicles turning right into the Future Outpatient Services driveway on Mill Plain Boulevard to address the speed differential between those vehicles and the vehicles continuing westbound on E Mill Plain Boulevard.

Minimum driveway spacing from the property line is 20 feet on a principal arterial per VMC 11.80.110(A). Minimum driveway spacing from the back-of-curb-return is 115 feet on a principal arterial per VMC 11.80.110(A). Commercial driveway width off an arterial is 25 feet to 40 feet at the bottom of the ramp per VMC 11.80.110(A)(3).

The applicant shall be required to remove all existing driveways not utilized as access to the proposed development. Driveway removals shall be replaced with, but not limited to, pavement restoration, curb and gutter, sidewalk, planter strip and any necessary street improvements germane to the site street frontage classification and applicable Standard Details.

The curb radius at the northwest corner of E Mill Plain Boulevard and NE 94th Avenue, northeast and northwest corners of E Mill Plain Boulevard and NE 92nd Avenue and the NE corner of E Mill Plain Boulevard and 87th Avenue shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.

The existing pedestrian ramps shall meet current ADA standards per VMC 11.80.070 (D). The applicant shall provide elevations on the plans for all existing ramps to demonstrate ADA compliance.

The applicant proposes to convert NE 93rd Avenue to a private driveway to serve future buildings therefore the right of way that NE 93rd Avenue is within shall be vacated. The application to vacate the street must be submitted and approved prior to submitting the formal application. If the applicant utilizes the 90-day streamline review process, the application to vacate the street must be submitted and approved prior to civil plan approval. All right of way vacation requests are subject to approval by City Council. (VMC 3.08.030, VMC 3.08.040 and RCW 35.79)

NE 92nd Avenue

Northeast 92nd Avenue is designated a collector arterial with center turn lane and bike lanes which requires a minimum 30 feet half-width right of way and 19 feet paved street half-width per City Standard Plan T10-13. If the existing right of way is substandard, right of way dedication will be required. The existing road along the property frontage of NE 92nd Avenue includes asphalt roadway, curb, substandard street lighting, and storm drainage.

The applicant shall install City of Vancouver standard frontage improvements along NE 92nd Avenue including a driveway approach, detached sidewalks, street lighting, ADA ramps, planting strip, traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Trenching shall be restored per T05-04 A&B and T05-06 A&B. Asphalt restoration shall meet T05-01 B and T05-07. A single continuous width restoration is required.

Street lighting is required on public streets per VMC 11.80.090. The applicant will need to ensure that the street lighting for the site meets the requirements of city standard plan T21-01A & B. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project.

Showing existing and proposed street lighting on the preliminary and/or civil plans is a Fully Complete item for project submittal. Submittals shall include a lighting analysis with AGI software, light type, size, height, wattage and station and offsets (for both existing and proposed street lighting).

Per City of Vancouver Street Lighting Policy; where existing street lights are mounted on Clark Public Utilities wood poles, the street lights shall be changed to current standards. However, when no roadway or sidewalk improvements are being installed within an existing neighborhood, the use of an aerial design with a **Type W** standard (wood pole mounting) may be approved by the city's Transportation Services manager.

No access shall be allowed on NE 92nd Avenue, an Arterial per VMC 11.80.110(A), unless no other access to the site is available. However, in the interest of directing traffic away from the neighborhood to the east of the proposed Future Outpatient Services building, city staff would support a road modification to construct the driveway on NE 92nd Avenue instead of NE 94th Avenue.

Minimum driveway spacing from the property line is 10 feet on a collector arterial per VMC 11.80.110(A). Minimum driveway spacing from the back-of-curb-return is 50 feet on a collector arterial per VMC 11.80.110(A). Commercial driveway width off an arterial is 25 feet to 40 feet at the bottom of the ramp per VMC 11.80.110(A)(3).

The applicant shall be required to remove all existing driveways not utilized as access to the proposed development. Driveway removals shall be replaced with, but not limited to, pavement restoration, curb and gutter, sidewalk, planter strip and any necessary street improvements germane to the site street frontage classification and applicable Standard Details.

The existing pedestrian ramps shall meet current ADA standards per VMC 11.80.070 (D). The applicant shall provide elevations on the plans for all existing ramps to demonstrate ADA compliance.

Termination points of sidewalks shall have a temporary asphalt pedestrian ramp per City Standard Plan T02-10, for transition to the street pavement.

The curb radius at the northeast and southeast corners of NE 92nd Avenue with NE 5th Street and NE 6th Street and at the southeast corner of NE 92nd Avenue and NE 7th Street shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.

NE 87th Avenue

Northeast 87th Avenue is designated a Minor Arterial which requires a minimum 35 feet half-width right of way and 23 feet paved street half-width per City Standard Plan T10-12. If the existing right of way is substandard, right of way dedication will be required. The existing road along the property frontage of NE 87th Avenue includes asphalt roadway, curb, gutter, both attached and detached sidewalks, ADA ramps, street lighting, and storm drainage.

The applicant shall install City of Vancouver standard frontage improvements along NE 87th Avenue including curb, gutter, driveway approaches, detached sidewalks, street lighting, ADA ramps, planting strip, traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

The city would support a road modification to retain the existing attached sidewalks. Any broken sidewalk will need to be repaired.

Trenching shall be restored per T05-04 A&B and T05-06 A&B. Asphalt restoration shall meet T05-01 B and T05-07. A single continuous width restoration is required.

Street lighting is required on public streets per VMC 11.80.090. The applicant will need to ensure that the street lighting for the site meets the requirements of city standard plan T21-01A & B. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project.

Showing existing and proposed street lighting on the preliminary and/or civil plans is a fully complete item for project submittal. Submittals shall include a lighting analysis with AGI software, light type, size, height, wattage and station and offsets (for both existing and proposed street lighting).

Per City of Vancouver Street Lighting Policy; where existing street lights are mounted on Clark Public Utilities wood poles, the street lights shall be changed to current standards. However, when no roadway or sidewalk improvements are being installed within an existing neighborhood, the use of an aerial design with a **Type W** standard (wood pole mounting) may be approved by the city's Transportation Services manager.

There are no new driveways proposed on NE 87th Avenue however the access immediately north of the future Tower 2 building is proposed to be improved with an on-site roundabout where it is currently a T-intersection. At this time, the driveway is offset from NE 5th Street on the west side of NE 87th Avenue. The applicant shall realign the driveway to achieve centerline alignment with NE 5th Street.

Minimum driveway spacing from the property line is 15 feet on a minor arterial per VMC 11.80.110(A). Minimum driveway spacing from the back-of-curb-return is 75 feet on a minor arterial per VMC 11.80.110(A). Minimum distance between driveways is 75 feet on a minor arterial per VMC 11.80.110(A). Commercial driveway width off an arterial is 25 feet to 40 feet at the bottom of the ramp per VMC 11.80.110(A)(3).

The applicant shall be required to remove all existing driveways not utilized as access to the proposed development. Driveway removals shall be replaced with, but not limited to, pavement restoration, curb and gutter, sidewalk, planter strip and any necessary street improvements germane to the site street frontage classification and applicable Standard Details.

The existing pedestrian ramps shall meet current ADA standards per VMC 11.80.070 (D). The applicant shall provide elevations on the plans for all existing ramps to demonstrate ADA compliance.

NE 9th Street

Northeast 9th Street is designated a Loop/Cul-De Sac which requires a minimum 50 feet full-width right of way and 28 feet paved street full-width per City Standard Plan T10-16. The applicant shall install City of Vancouver standard frontage improvements along NE 9th Street including full

width street, curb, gutter, driveway approaches, detached sidewalks, street lighting, ADA ramps, planting strip, traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Street lighting is required on public streets per VMC 11.80.090. The applicant will need to ensure that the street lighting for the site meets the requirements of city standard plan T21-01A & B. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project.

Showing existing and proposed street lighting on the preliminary and/or civil plans is a Fully Complete item for project submittal. Submittals shall include a lighting analysis with AGI software, light type, size, height, wattage and station and offsets (for both existing and proposed street lighting).

Per City of Vancouver Street Lighting Policy; where existing street lights are mounted on Clark Public Utilities wood poles, the street lights shall be changed to current standards. However, when no roadway or sidewalk improvements are being installed within an existing neighborhood, the use of an aerial design with a **Type W** standard (wood pole mounting) may be approved by the city's Transportation Services manager.

Where a corner lot is located at the intersection of a non-arterial street and an arterial street, the requirements of VMC 11.80.110(A)(3) shall apply to the non-arterial street. Therefore, the following shall apply: Minimum driveway spacing from the back-of-curb-return is 75 feet on a minor arterial per VMC 11.80.110(A). Minimum driveway spacing from the property line is five feet on a non-arterial street per 11.80.110(B). Minimum distance between driveways is 10 feet on a non-arterial street per 11.80.110(B).

Commercial driveway width off a non-arterial street is 20 feet to 40 feet at the bottom of the ramp per VMC 11.80.110.B-2.

The curb radius at the NE and SE corners of NE 87th Avenue and NE 9th Street shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.

Termination points of sidewalks shall have a temporary asphalt pedestrian ramp per City Standard Plan T02-10, for transition to the street pavement.

NE 5th Street, NE 6th Street, NE 7th Street and NE 94th Avenue

NE 5th Street, NE 6th Street, NE 7th Street and NE 94th Avenue are designated local streets which require a minimum 25 feet half-width right of way and 14 feet paved street half-width per City Standard Plan T10-15B. If the existing right of way is substandard, right of way dedication will be required. The existing road along the property frontage of NE 5th Street, NE 6th Street, NE 7th Street and NE 94th Avenue includes asphalt roadway, curb, limited street lighting, and storm drainage.

The applicant shall install City of Vancouver standard frontage improvements along NE 5th Street, NE 6th Street, NE 7th Street and NE 94th Avenue including driveway approaches, detached sidewalks, street lighting, ADA ramps, planting strip, traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Trenching shall be restored per T05-04 A&B and T05-05. Asphalt restoration shall meet T05-01 B and T05-07. A single continuous width restoration is required.

Street lighting is required on public streets per VMC 11.80.090. The applicant will need to ensure that the street lighting for the site meets the requirements of city standard plan T21-01A & B. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project.

Showing existing and proposed street lighting on the preliminary and/or civil plans is a fully complete item for project submittal. Submittals shall include a lighting analysis with AGI software, light type, size, height, wattage and station and offsets (for both existing and proposed street lighting).

Per City of Vancouver Street Lighting Policy; where existing street lights are mounted on Clark Public Utilities wood poles, the street lights shall be changed to current standards. However, when no roadway or sidewalk improvements are being installed within an existing neighborhood, the use of an aerial design with a **Type W** standard (wood pole mounting) may be approved by the city's Transportation Services manager.

Where a corner lot is located at the intersection of a non-arterial street and an arterial street, the requirements of VMC 11.80.110(A)(3) shall apply to the non-arterial street. Therefore, the following shall apply: Minimum driveway spacing from the back-of-curb-return is 50 feet on a collector arterial per VMC 11.80.110(A) or 11.80.110(B). Minimum driveway spacing from the property line is five feet on a non-arterial street per 11.80.110(B). Minimum distance between driveways is 10 feet on a non-arterial street per 11.80.110(B).

Commercial driveway width off a non-arterial street is 20 feet to 40 feet at the bottom of the ramp per VMC 11.80.110.B-2.

The applicant shall be required to remove all existing driveways not utilized as access to the proposed development. Driveway removals shall be replaced with, but not limited to, pavement restoration, curb and gutter, sidewalk, planter strip and any necessary street improvements germane to the site street frontage classification and applicable Standard Details.

The curb radius at the southwest corner of NE 94th Avenue and NE 5th Street shall be a minimum of 20 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.

Termination points of sidewalks shall have a temporary asphalt pedestrian ramp per City Standard Plan T02-10, for transition to the street pavement.

Pedestrian Circulation

Pedestrian circulation shall be addressed by providing crossings across NE 87th Avenue and NE 92nd Avenue.

Shared Access Agreement

The applicant shall provide a shared access and maintenance agreement to cover the cost of maintaining and operating street surface, signs and markings, streetlights, and drainage system, as it applies to shared driveways. Any shared accesses shall be called out on the plat. The agreement shall be recorded on all parcels that are party to the shared access. Shared access and maintenance agreements shall be provided prior to civil plan approval.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

VMC Title 14 – Water and Sewers

Water

Finding:

City records indicate that there is:

- 10-inch Ductile Iron (DI) water main stubbed into the existing Emergency Department parking and turn-around.
- 10-inch DI water main within the entry road to the hospital.
- On the southeast corner of the entry road into the Emergency Department turn around.

To obtain water supply for the project:

- Connect to the existing 10-inch DI water main within the Emergency Department (ED) turn-around and extend new Zinc Coated DI water service onto the project lot for the ED Expansion. There is presently no water service or utility for the heli-pad. If this requirement is to change, connect to the existing 10-inch DI water main within the roadway and extend a new 6-inch Zinc Coated DI water main to facilitate any water or fire services.
- Fire hydrant locations are to be specified by the fire marshal. **If new hydrants are required**, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.
- A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right of way.
- Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.
- If wells are found to be on-site, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service, approval from the city's Water Quality Department will also be required, including appropriate backflow protection.

Conclusion: The submitted plan indicates the City of Vancouver requirements for water can be met. The applicant shall meet the water requirements as per the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision). Additional fees associated with permits, System Development Charges (SDC) and Main fees will/may also be required.

Further requirements may be necessary depending on the final project configuration.

Sewer

Finding: The area is served by the city's public sewers and the collection system generally has capacity for buildout development. Public sewers surround the site and an existing public pump station is located in the vicinity. At least two sewers extend onto and/or thru the site within public sewer easements.

Developments are required to extend public sewer to and across the frontage (VMC 14.04.280). In this (master planning) case existing sewers already satisfy the development extension criteria and additional public sewer construction across the frontages or thru the site is not initially required.

Code also typically requires separate service connections for each building (VMC 14.08.050 & 14.16.010). In this case the site qualifies for the campus provision under WAC 173-240-104. Separate buildings can share private on-site sewers and a shared service lateral connection to the public sewer provided the laterals are constructed and inspected to Public Works standards and remaining on-site building sewers satisfy the plumbing codes. (The provision may also allow certain existing public sewers to be relinquished.)

Only domestic wastewater is permitted in the public sanitary sewers (VMC 14.10). Future civil and site plan applications will require submittal of completed industrial information questionnaires.

The application was reviewed for sanitary sewer in early December 2021. Existing sanitary sewers are noted on Page 6 and public easements are noted on Page 7 of the narrative. Page 12 proposes Phase 1 upgrades to an existing on-site public sewer to serve the Emergency Department expansion and a preliminary drawing is included as Sheet C4.10. The application also includes a utility memo as Appendix I. Page 7 provides additional service discussions and Page 8 speculates on future service requirements.

Sanitary Sewer Conclusions: Future site plans require application review and approval. The applicant has demonstrated that the standards for public sewer can be met as conditioned.

Erosion Control

Finding: The proposed master plan includes several phases of construction throughout the site. The applicant has submitted preliminary erosion control plans that demonstrate that the requirements of the ordinance can be met for the project. Final erosion control plans and Stormwater Pollution Prevention Plans (SWPPP) shall be submitted for civil review for each phase.

Stormwater

Finding: The proposed master plan includes several phases of construction throughout the site. The soils on-site are suitable for infiltration and there is no existing public storm system available for the site to connect too. The proposed additions will rely on approved runoff treatment and infiltration facilities constructed on-site to dispose of runoff. The applicant has submitted preliminary stormwater plans and a preliminary storm report that demonstrate that the requirements of the ordinance can be met for the project. Final stormwater plans and a final stormwater report shall be submitted for civil review for each phase.

Water Resource Protection

Finding: The proposed project site is located in a Critical Aquifer Recharge Area (CARA). Minimum Standards in VMC 14.26.120 are applicable to all sites within the City of Vancouver.

VMC Title 16 – Fire

Findings: The fire department has determined the requirements of Vancouver Municipal Code can be met with adherence to the conditions contained herein.

VMC Title 17 – Buildings and Construction

Finding: 17.08.090 a building department plan review and permits will be required for this project. Additions and new buildings shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Separate building permits are required for each building and additional permits may be required due to phasing/occupancy needs of the project. Separate building permits will be required for any site structures requiring a permit, including trash enclosures over six feet in height or covered, retaining walls over four feet, and flag poles.

Accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance served. The exterior accessible route must be 44 inches clear in width. Wherever

practical, the accessible route shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route shall be designated and marked as a crosswalk.

Project proposes alterations to number and configuration of parking spaces. Accessible spaces shall comply with IBC 1106. Van accessible spaces shall be provided in accordance with WAC 51-50-1106.5 Access aisles serving van parking spaces shall be 96 inches minimum in width (WAC 51-50-1101.2.8). At least 10 percent, but not less than one, of care recipient and visitor parking spaces provided to serve hospital outpatient facilities shall be accessible in accordance with WAC 51-50-1106.3.

WAC 51-50-0429 for electric vehicle (EV) charging infrastructure requirements would apply to any new buildings based on the proportion of parking spaces serving them. The requirements recently increased to 10 percent of parking spaces and include more building types than previous.

Conclusion: As submitted project could be approved for building code requirements pertaining to the public facilities master plan.

DECISION

Based upon the findings and conclusions herein, the criteria for approval have been satisfactorily met, or shall be met with the conditions of approval. Staff concludes the request meets the requirements of the zoning district and other applicable development codes and **hereby grants preliminary approval as conditioned.**

Be advised that this approval does not grant the rights to permits, but only determines that the site can meet the requirements of the applicable ordinances as described in this report.

CONDITIONS OF APPROVAL

General

1. Applicant shall comply with the requirements of the Washington State Department of Ecology Letter dated Jan. 5, 2022.

Prior to Civil Plan Approval

2. Pay proportionate share fees totaling \$24,000.
3. Prepare Phase 1 (Emergency Department) civil plans according to public standards. Submit for review, satisfy city redline comments, and submit final plans for civil plan approval. Construct improvements, satisfy items listed in the notification of civil plan approval, and secure final civil project acceptance.
4. New and existing fire hydrant locations shall be shown.
5. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
6. Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit.
7. An approved fire response plan shall be included in both the civil plans and the architectural plans.
 - Fire Lane boundaries, width, turning radii, gates across fire lanes and required turnarounds
 - Fire Lane signage and striping as demonstrated in the Development Standard 503 - Fire Department Emergency Access.
 - Fire hydrants, mains, Fire Department Connections for fire sprinkler systems, underground fire sprinkler supply mains into building
 - Location of Fire Sprinkler Riser Rooms and Fire Alarm Control Panels (FACP)
 - Location of Knox-Box if known.
 - Known hazards or obstructions to Fire Emergency Response (overhead power lines, outdoor hazardous storage, etc.)

Prior to Building Permit Issuance

8. Civil permit approval shall be obtained.
9. All required fees, including transportation impact fees and connection charges shall be paid.

Prior to Combustible Construction

10. Fire hydrants for emergency use shall be established and maintained.
11. Fire apparatus access roads shall be established and maintained.

During Construction

12. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.

Prior to Issuance of Certificate of Occupancy

13. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the city-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

14. Address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors.
15. Required fire lane signage shall be installed.
16. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
17. If a fire department Knox-Box was identified as a requirement during the construction permit review, then it shall be installed at an approved location and locked with the required content.

On-Going

18. If at any time the proposal is out of compliance with the off-site impact regulations of VMC 20.935, the property owner must make revisions to bring the site into compliance.
19. Parking shall be made available for the use it serves at time of occupancy and shall not be used for storage of vehicles or materials.

EXHIBITS

1. Application Form
2. Applicant Narrative**
3. Concept Master Plan – Current Phase
4. Concept Master Plan – Full Build Out
5. Site Plans
6. Landscape Plans
7. Building Elevations
8. Floor Plan
9. Letter from Department of Ecology dated Jan. 5, 2022
10. E-mail Ron Zito dated Dec. 21, 2021
11. E-mail Lural Houlihan Dec. 26, 2021
12. Transportation Impact Study**
13. Parking Analysis**
14. Stormwater report**
15. Geotechnical Report**
16. Traffic Impact Fee Estimate

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to epians@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)				
Review Type: ☐ Type I ☒ Type II ☐ Type III ☐ Type IV ☐ Tree Removal Only (nuisance or hazard)				
Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)				
USE				
☐ Single-Family	☒ Commercial	☐ Multi-family	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION				
Site Acres: 55 (PFMP Boundary)	Disturbed Acres: ≈3.6	Zoning: OC1	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public
Proposed # of Lots: 0 Dwelling Units: 0				
Non-Residential Bldg. Square Footage: 44,000 (ED expansion) Ground Floor: 26,000 (ED expansion) Total of All Upper Floors: 18,000 (ED expansion)				
Hard Surface Area Square Feet - New: 58,590 Replacement: 94,895 Total: 153,485				
PROJECT NAME AND LOCATION				
Proposed project name: PeaceHealth Public Facility Master Plan (PFMP) Amendment				
Project site address: 400 NE Mother Joseph Pl, Vancouver, WA 98664 Parcel #(s): See attached parcel list				
PROJECT DESCRIPTION				
(Briefly describe the proposed project. Provide more detail in project narrative)				
The proposal includes an amendment to PeaceHealth's PFMP to include a future expansion to the emergency department (ED) and associated site improvements, including reconfiguring internal vehicle and pedestrian access, a new surface parking area, and landscaping, as well as a new canopy and drive aisle realignments to the Mother Joseph Tower. These improvements are not captured in the existing PFMP and therefore require an amendment to the PFMP. See the application narrative for a complete project description.				
PRIMARY APPLICANT			CONTACT	
Business Name: PeaceHealth			Business Name: PeaceHealth	
Contact Name: Doug Nelson			Contact Name: Rick Sanders	
Address: 1115 SE 64th Avenue			Address: 1115 SE 64th Avenue	
City/State/Zip: Vancouver, WA 98683			City/State/Zip: Vancouver, WA 98683	
Phone: (925) 708-1445			Phone: (360) 729-2727	
Email: DNelson1@peacehealth.org			Email: rsanders1@peacehealth.org	
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)			OWNER (attached additional sheets for multiple owners)	
Name: Sam Roberts			Name: Doug Nelson	
Address: 210 East 13th Street			Address: 1115 SE 64th Avenue	
City/State/Zip: Vancouver, WA 98660			City/State/Zip: Vancouver, WA 98683	
Email (required): sam.roberts@wsp.com			Email: DNelson1@peacehealth.org	
Phone: (360) 823-6127			Phone: (925) 708-1445	
ONLINE PAYMENT				
Existing ePermits User Name: WSPVANPermitting			Request an ePermits Account	
REQUIRED SIGNATURES				
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.				
Applicant Signature:			Date: 10/4/21	
Property Owner Signature:			Date: 10/4/21	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Airport Height Overlay District
☐ Archaeological Pre-determination
☐ Binding Site Plan
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☒ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☒ Minor Modification (Type I) Engineering Review Required ☒ Yes ☐ No
☐ Covenant Release
☐ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☐ Fish & Wildlife ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation
☐ Legal Lot Determination # of lots to be reviewed:
☒ Master Plan/Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☒ Hybrid (Some areas with Site Plan Review)
☐ Planned Development ☐ Commercial ☐ Residential ☐ Mixed Use* *Ground Floor SF: 26,000 (ED expansion) Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☐ Road Modification ☐ Minor (Administrative) ☐ Technical (Minor) ☐ Major (Design) Submitted: ☐ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II Check Use Type below ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☒ All Other (Includes Comm/Indust SPR) ☐ Qualified Planned Action (When more than one applies check All Other)
☐ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☐ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal or Special Event ☐ Model Home or Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 2 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Certificate
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)
☐ Zoning Verification

EXHIBIT 2

Narrative

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT 3

Legend

- Parking Areas
- Existing Buildings
- 10 YR Masterplan Buildings
- Open Space
- Covered Walkway
- Future (> 10 YR) Buildout
- Future Redevelopment
- Phase 1 Area

Site Plan Details:

- Future Phase** (Top Left)
- Henrietta Lacks High School** (Top Right)
- M.O.B. 30,000 SF Footprint 90,000 GSF** (Top Center)
- Parking Structure** (Center Left)
- New C.U.P. Building** (Center)
- C.U.P.** (Center)
- Future Development** (Center Right)
- Admin Building** (Center Right)
- Flex Residential** (Far Right)
- PeaceHealth Southwest Medical Center** (Center)
- ED Expansion 26,000 SF Footprint 44,000 GSF** (Center)
- Firstenburg Tower** (Center)
- Cancer Center 15,000 SF** (Center)
- Tower 2 65,000 SF Footprint 345,000 GSF** (Center)
- Phase 1** (Bottom Center)
- Parking Structure** (Bottom Right)
- Future Phase** (Bottom Left)
- Future Phase** (Bottom Right)
- M.O.B. 30,000 SF Footprint 90,000 GSF** (Bottom Right)
- Future Development** (Bottom Right)

Scale: 0' 100' 200'

North Arrow: N

Map Date: 12-02-2020

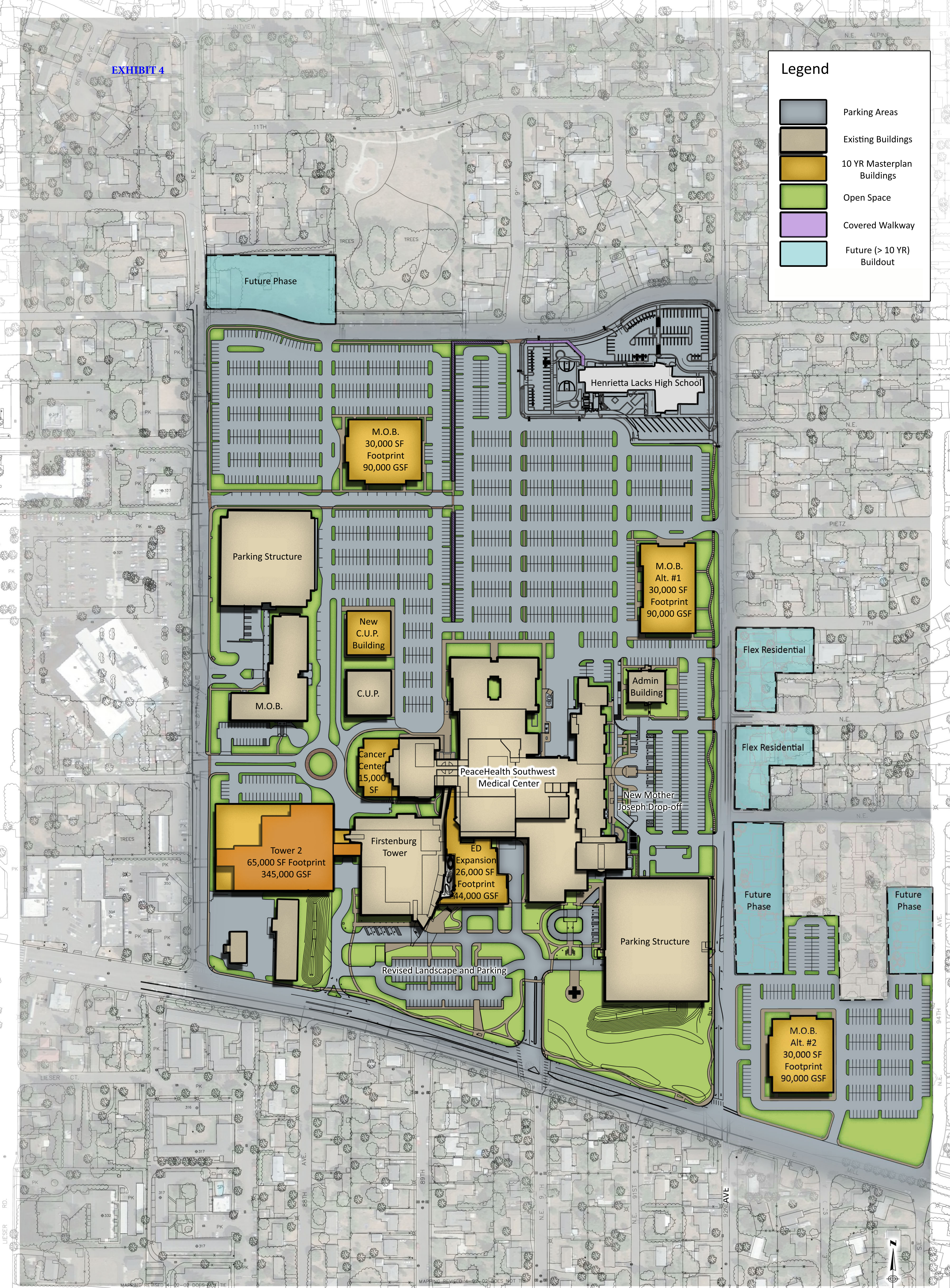
Map Revision: 1

Map File: 12-02-2020

EXHIBIT 4

Legend

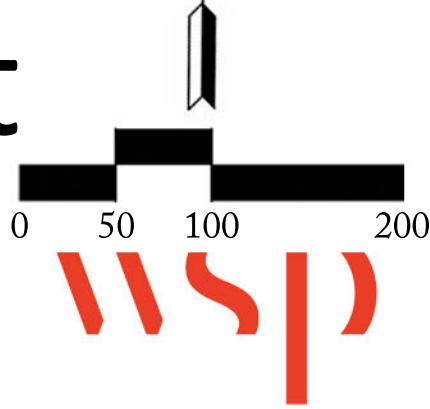
- Parking Areas
- Existing Buildings
- 10 YR Masterplan Buildings
- Open Space
- Covered Walkway
- Future (> 10 YR) Buildout



PeaceHealth Southwest Master Plan Concept - PFMP Buildout

2021-10-29

PeaceHealth Southwest Medical Center



10/28/2021 9:28:37 AM

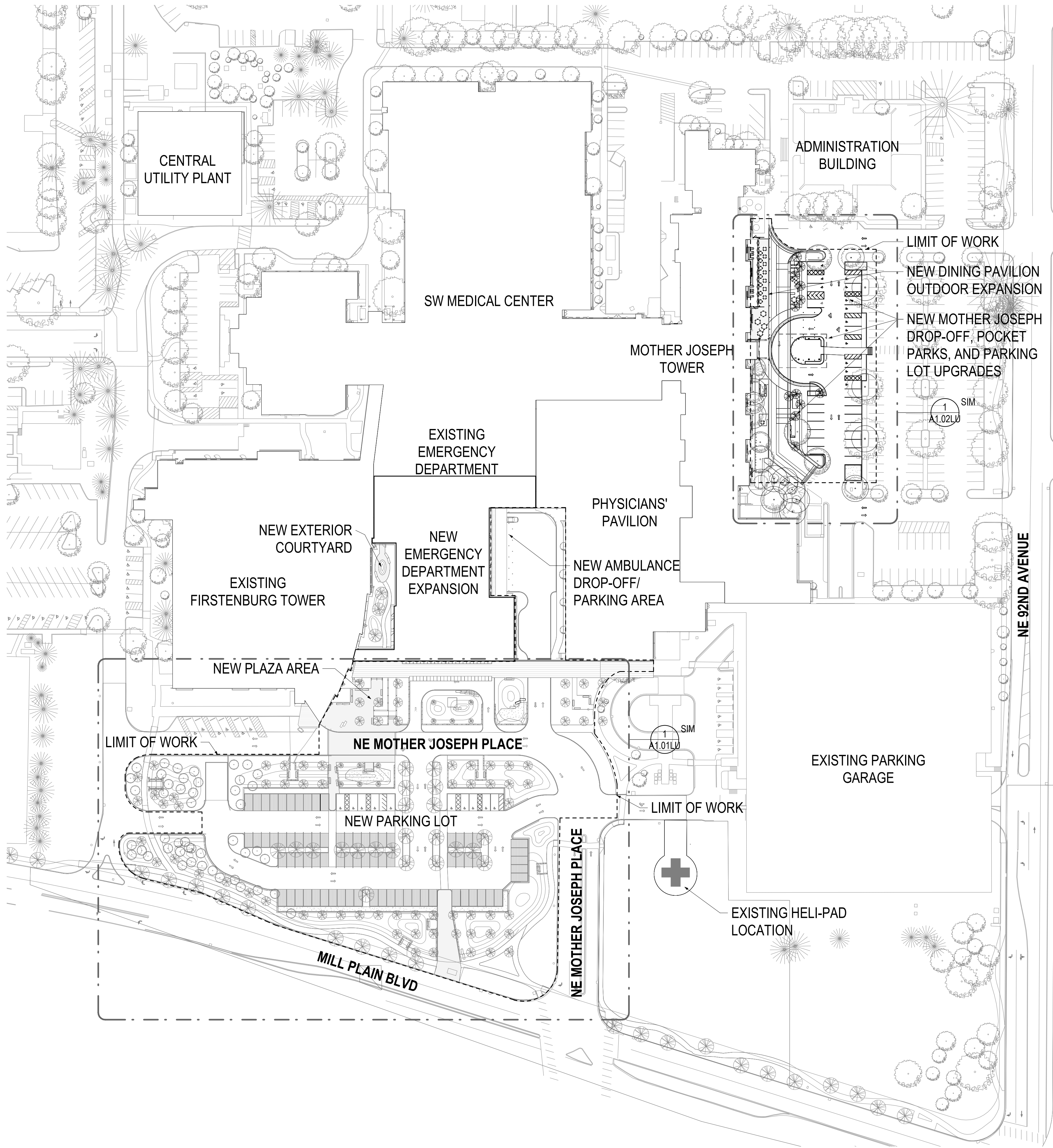


EXHIBIT 5

LEGEND:

- LANDSCAPE AREAS, SEE SHEETS L1.01 AND L1.02
- RAINGARDEN AND STORMWATER BASINS, SEE LANDSCAPE AND CIVIL.
- PEDESTRIAN AND VEHICULAR CONCRETE PAVEMENT, SEE CIVIL. ALL OTHER VEHICULAR PAVEMENT TO BE ASPHALT, SEE CIVIL.

ED EXPANSION PARKING LOT AREA NOTES:

PROPOSED STANDARD STALLS:	39 (9'X17') TYP.
PROPOSED COMPACT STALLS:	38 (9'X15')
PROPOSED ADA STALLS:	8 STANDARD, 2 VAN
TOTAL PROPOSED STALLS	87

ED EXPANSION LANDUSE NOTES:

BUILDING AREA (FOOTPRINT):	25,535 SF (.58 AC)	16%
IMPERVIOUS AREA:	91,324 SF (2.10 AC)	56%
LANDSCAPE AREA:	44,896 SF (1.03 AC)	28%
TOTAL SITE AREA	161,755 SF TOTAL (3.71 AC)	100%

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Legend

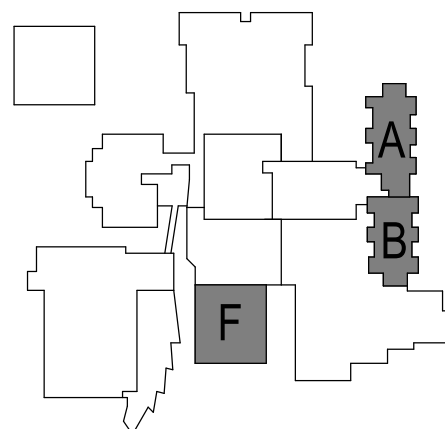


**PEACE
HEALTH
MASTER
FACILITIES**
400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

**OVERALL SITE
PLAN - PHASE 1**

Keyplan

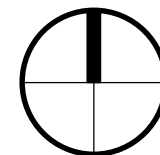
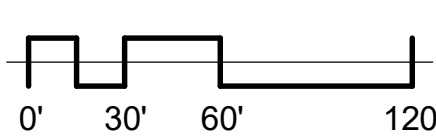


Date: 29 October 2021
Job No: 25272.php
Drawn By: Author
Checked By: Checker

Drawing No.

A1.00LU
LANDUSE

1 OVERALL SITE PLAN LANDUSE - PHASE 1
A1.00LU 1" = 60'-0"



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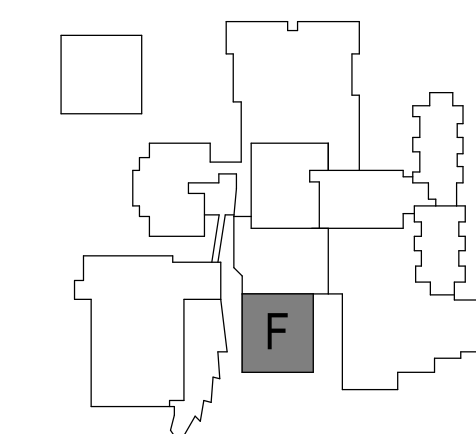
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400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

Keypla



Date: 29 October 2021

Job No: 25272.php

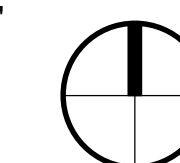
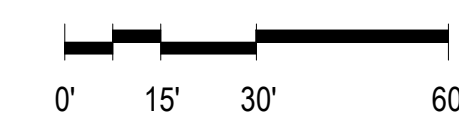
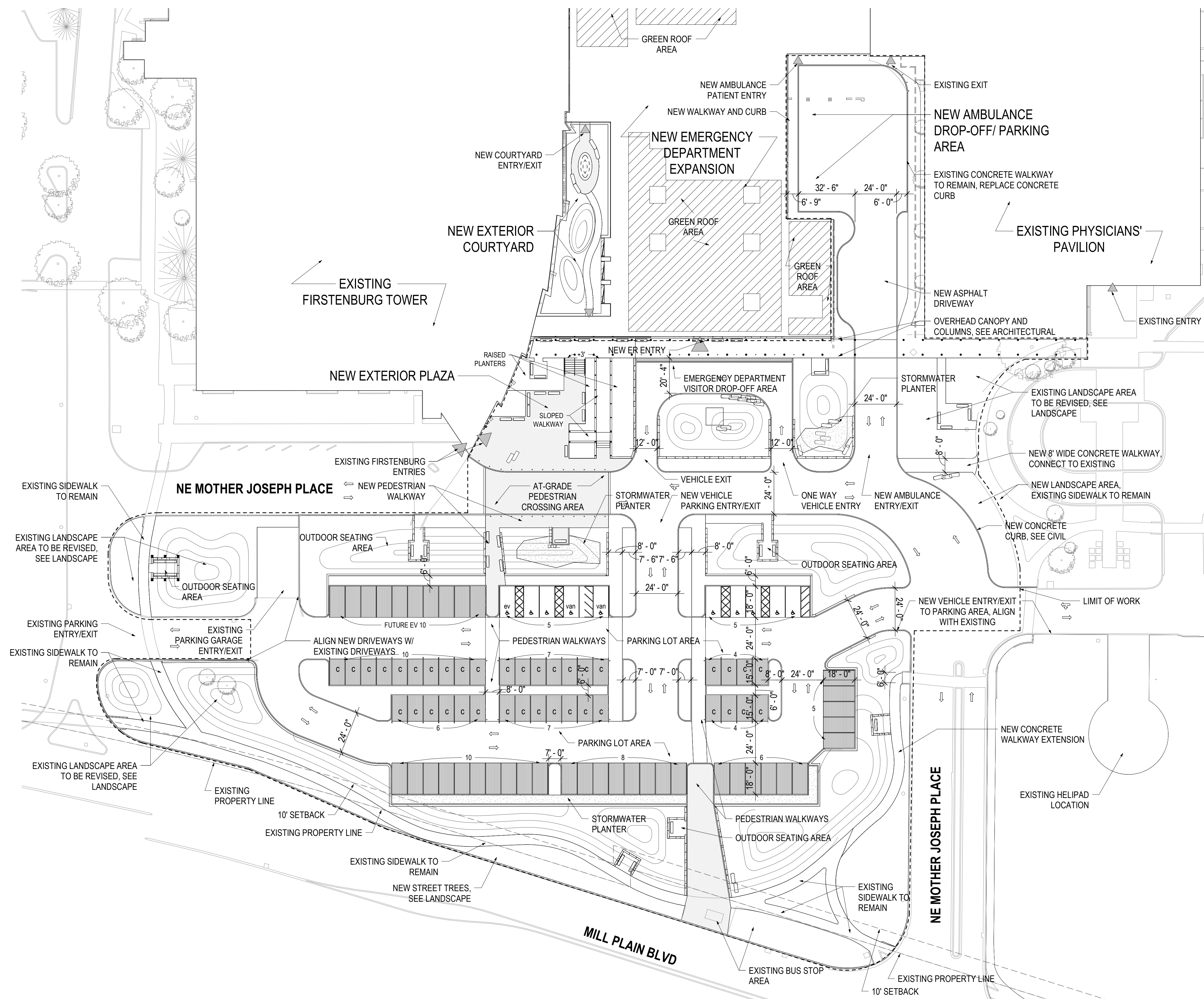
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Checked By: Checker:

Drawing No.

A1.01LU

LANDUSE



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Legend



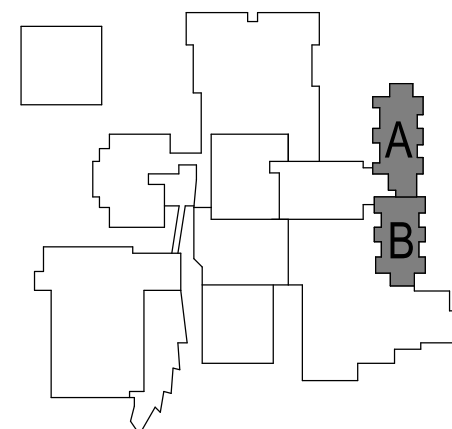
PEACE HEALTH MASTER FACILITIES

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

SITE PLAN - MOTHER JOSEPH ENTRY AND PARKING AREA

Keyplan



Date: 29 October 2021

Job No: 25272.php

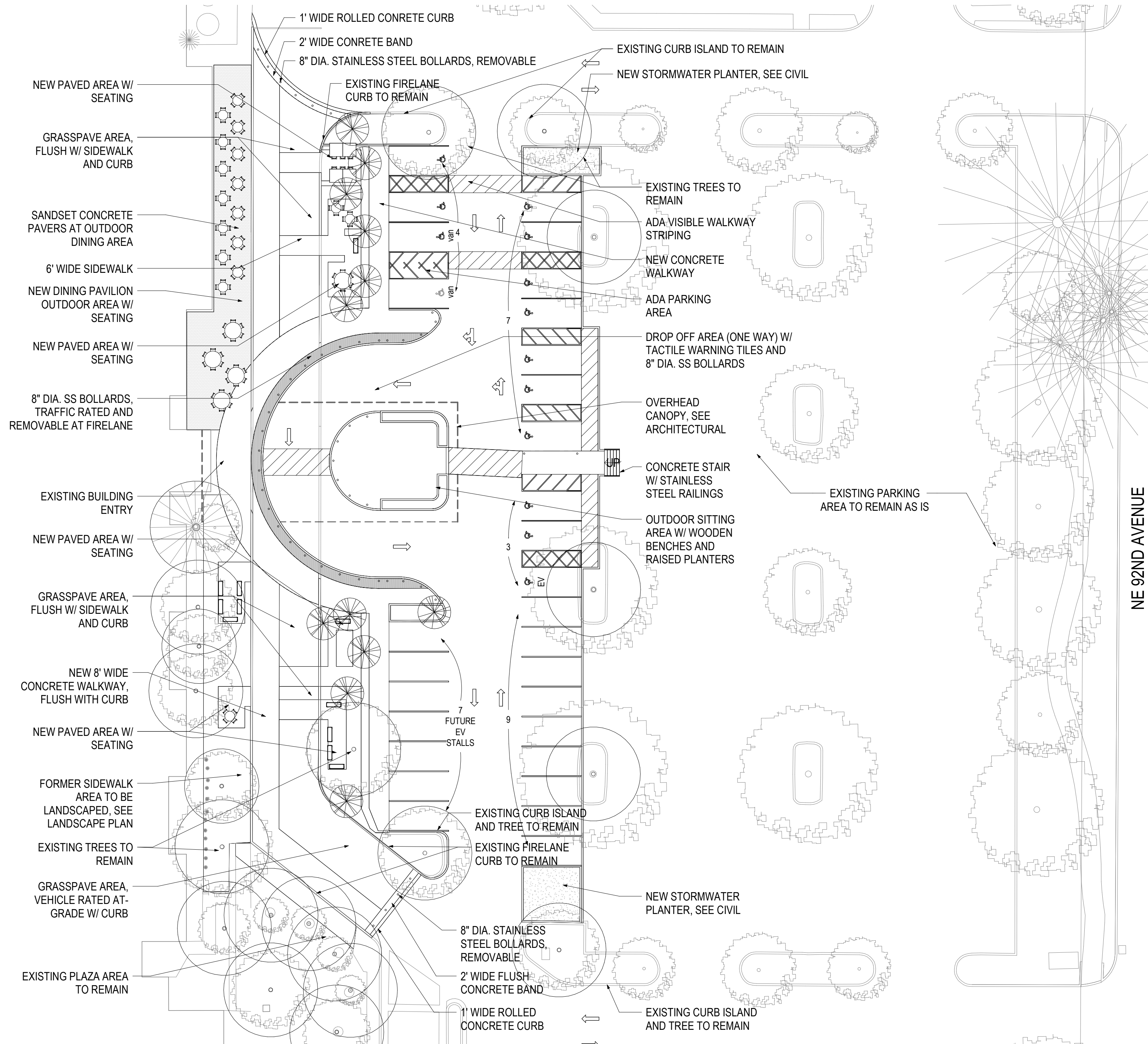
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Checked By: Checker

Drawing No.

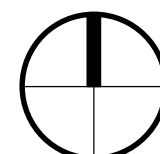
A1.02LU

LANDUSE



1 SITE PLAN, MJT LANDUSE
A1.02LU 1" = 20'-0"

0' 5' 10' 20' 40'



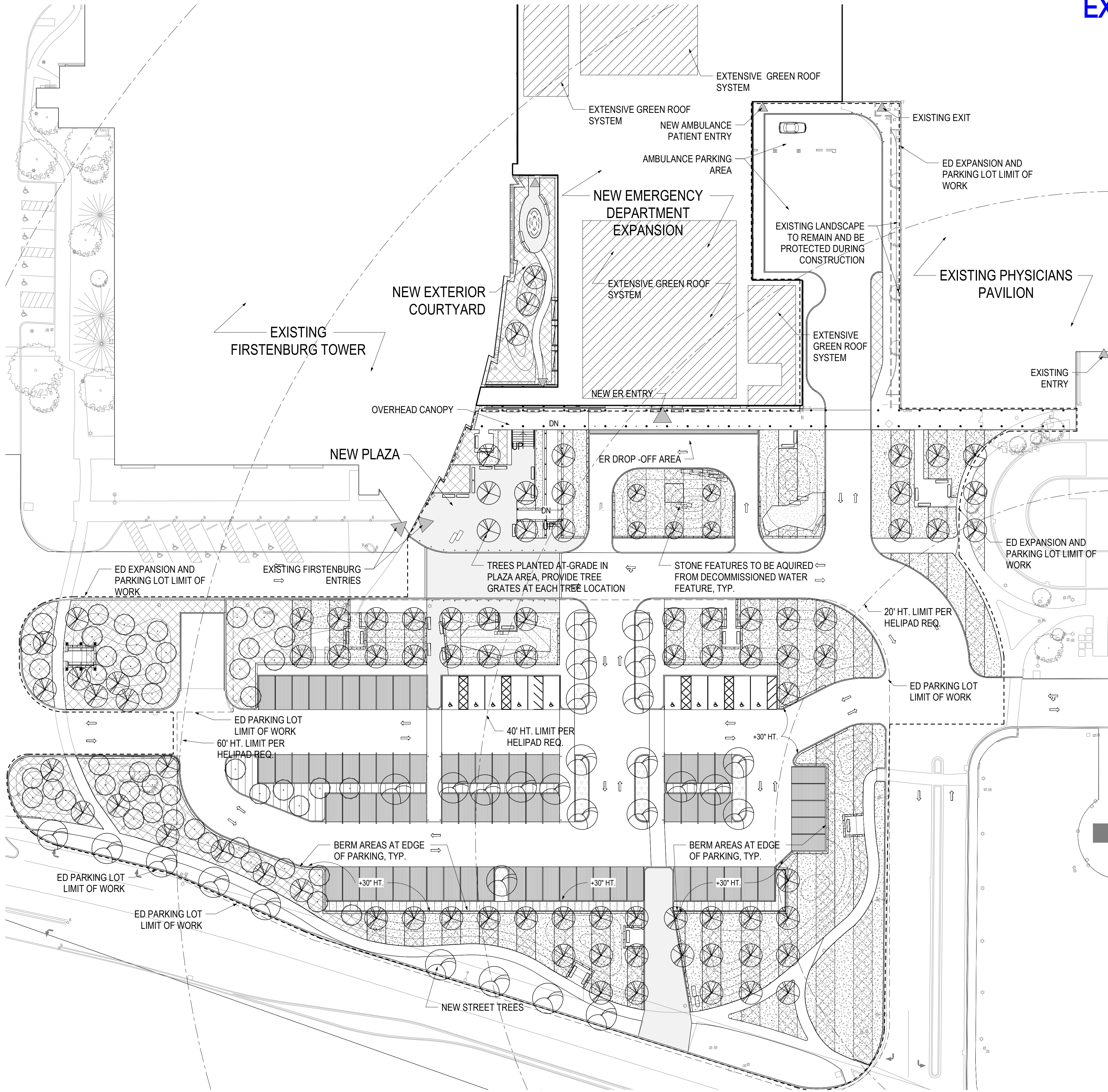


EXHIBIT 6

NOTES

1. DO NOT WILLFULLY INSTALL LANDSCAPE MATERIALS AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
2. ALL PLANTING AREAS, GREEN ROOFS, AND SINGLE TREE PITS TO RECEIVE HEAD TO HEAD COVERAGE BY AN AUTOMATIC CONTROLLED IRRIGATION SYSTEM.
3. TREES IN BUFFER AREAS TO BE SPACED AT 30' O.C. MAX.
4. BERMS ALONG PUBLIC FRONTAGES TO BE 3'-0" HT. MIN.
5. IN PARKING LOTS PROVIDE ONE SHRUB MIN. PER 30 SQUARE FEET OF LANDSCAPE AREA.

TOPSOIL/MULCH PROFILES:

1. TREE/SHRUB/GROUNDCOVER BEDS: PROVIDE 12" OF IMPORTED TOPSOIL AND 4" OF COMPOST MULCH.
2. NO-MOW TURF BEDS: PROVIDE 12" OF TOPSOIL.
3. STORMWATER BEDS: PROVIDE 24" OF BIOFILTRATION SOIL MIX; PROVIDE A 4" LAYER OF STONE MULCH ON THE BOTTOM OF THE BASIN, 4" LAYER OF COMPOST MULCH ON THE SIDES OF THE BASIN.

TREE DENSITY:

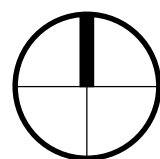
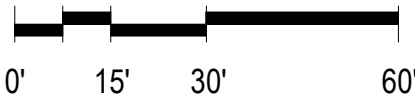
1. SITE AREA:
 - A. ED EXPANSION AND PARKING LOT: 136,220 SF (3.13 AC)
 - B. MOTHER JOSEPH ENTRY AND PARKING LOT: 34,520 SF (.79 AC)
2. TREE DENSITY FOR EXISTING TREES TO REMAIN:
 - A. ED EXPANSION AND PARKING LOT: N/A, NO EXISTING TREES ON SITE TO REMAIN
 - B. MOTHER JOSEPH ENTRY AND PARKING LOT: 21% (16.5 TREE UNITS PER .79 AC)
3. TREE DENSITY FOR PROPOSED TREES- (30 TREES PER ACRE (AC))
 - A. ED EXPANSION AND PARKING LOT: ~135 TREE UNITS PROPOSED, 43%
 - B. MOTHER JOSEPH ENTRY AND PARKING LOT: ~26.5 TREE UNITS PROPOSED, 34% (POSSIBLY HIGHER IF MORE EXISTING TREES W/IN AREA CAN BE PRESERVED)

CALCULATIONS:

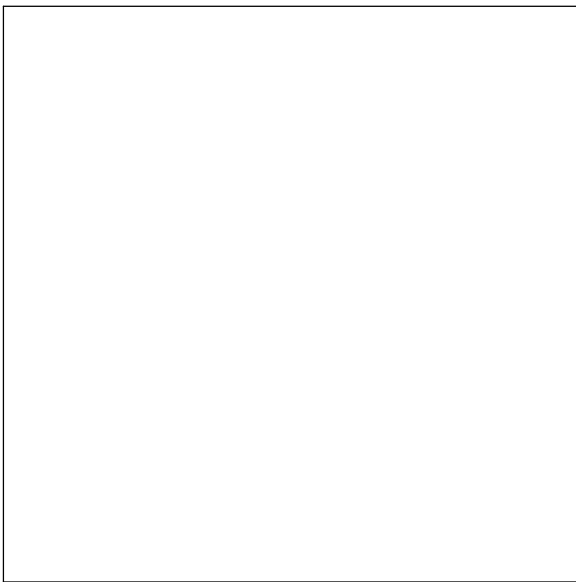
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 - A. ED EXPANSION (EXP) AND PARKING LOT: 136,220 SF
 - B. MOTHER JOSEPH (MJT) ENTRY AND PARKING LOT: 34,520 SF
2. LANDSCAPE AREA:
 - A. ED EXPANSION AND PARKING LOT: 44,900 SF
 - B. MOTHER JOSEPH ENTRY AND PARKING LOT: 4995 SF
3. PARKING LOT INTERIOR LANDSCAPE CALCULATION
 - A. ED PARKING LOT AREA: 40,720 SF
 - a. PARKING LOT INTERIOR LANDSCAPE AREA REQUIRED (10% OF PARKING AREA): 4072 SF
 - b. PARKING LOT INTERIOR LANDSCAPE AREA PROVIDED: MINIMUM OF 4072 SF
 - B. MJT PARKING LOT AREA: 15,830 SF
 - a. PARKING LOT INTERIOR LANDSCAPE AREA REQUIRED (10% OF PARKING AREA): 1583 SF
 - b. PARKING LOT INTERIOR LANDSCAPE AREA PROVIDED: MINIMUM OF 1583 SF
4. TREES PER PARKING SPACE CALCULATION:
 - A. ED EXP AND PARKING LOT PARKING SPACES: 87
 - a. TREES REQUIRED IN INTERIOR LANDSCAPE (1 PER 10 PARKING SPACES): 9
 - b. TREES PROVIDED IN INTERIOR LANDSCAPE: MINIMUM OF 9
 - B. MJT ENTRY AND PARKING LOT PARKING SPACES: 30
 - a. TREES REQUIRED IN INTERIOR LANDSCAPE (1 PER 10 PARKING SPACES): 3
 - b. TREES PROVIDED IN INTERIOR LANDSCAPE: MINIMUM OF 3
5. SHRUBS PER PARKING AREA CALCULATION:
 - A. ED PARKING LOT PARKING AREA:
 - a. PARKING LOT INTERIOR LANDSCAPE AREA REQUIRED (10% OF PARKING AREA): 4072 SF
 - b. PARKING AREA SHRUBS REQUIRED (1 SHRUB PER 30 SF REQUIRED LANDSCAPE): 136
 - c. PARKING AREA SHRUBS PROVIDED: MINIMUM OF 136
 - B. MJT PARKING LOT PARKING AREA:
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 - b. PARKING AREA SHRUBS REQUIRED (1 SHRUB PER 30 SF REQUIRED LANDSCAPE): 53
 - c. PARKING AREA SHRUBS PROVIDED: MINIMUM OF 53
6. PERCENTAGE OF TREES THAT ARE EVERGREEN
 - A. ED EXP AND PARKING LOT: 34%
 - B. MJT ENTRY AND PARKING LOT: 16%

SITE LANDSCAPE CONSTRUCTION TIMELINE AND PROJECTED TREE COST:

1. TIMELINE FOR SITE LANDSCAPE CONSTRUCTION:
 - A. SITE PREPARATION - APRIL 2022
 - B. INSTALLATION OF PLANTS - OCTOBER/NOVEMBER 2023
 - C. PLANT MAINTENANCE: STARTING JANUARY 2024 AFTER INSTALLATION IS COMPLETE
2. COST ESTIMATE FOR PURCHASE, INSTALLATION, AND 3-YR MAINTENANCE OF TREES:
 - A. TREE PURCHASE AND INSTALL - \$132,500



City of Vancouver Stamp



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Legend



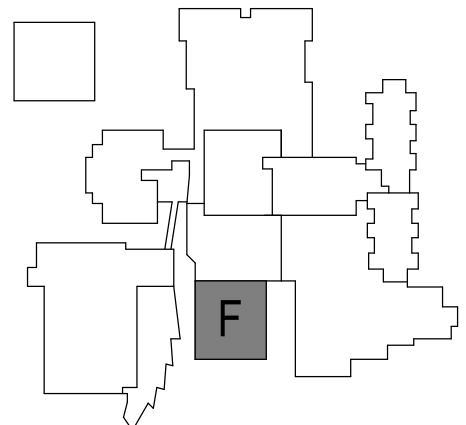
PEACE
HEALTH
MASTER
FACILITIES

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

PLANTING PLAN -
ED EXPANSION
AND PARKING
LOT

Keyplan



Date: 29 October 2021

Job No: 25272.php

Drawn By: Author

Checked By: Checker

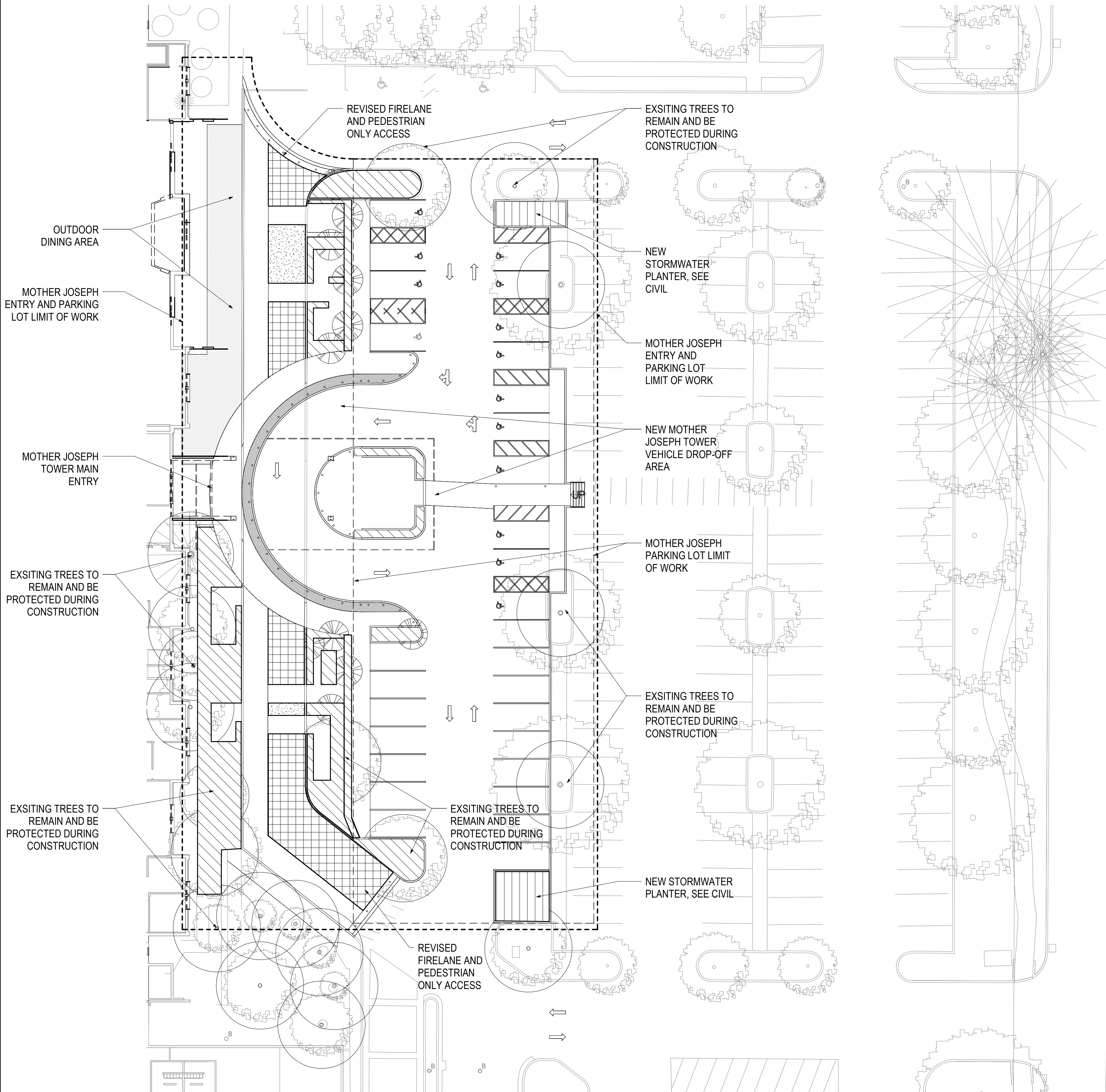
Drawing No.

L1.01LU

LANDUSE

10/27/2021 4:51:07 PM

1
1.02LU
PLANTING - MJT LANDUSE
1" = 20'-0"



NOTES

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CALCULATIONS:

- SITE AREA
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 - TREES PROVIDED IN INTERIOR LANDSCAPE: MINIMUM OF 3
- SHRUBS PER PARKING AREA CALCULATION-
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 - PARKING LOT INTERIOR LANDSCAPE AREA REQUIRED (10% OF PARKING AREA): 4072 SF
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 - TREE PURCHASE AND INSTALL - \$132,500

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Legend



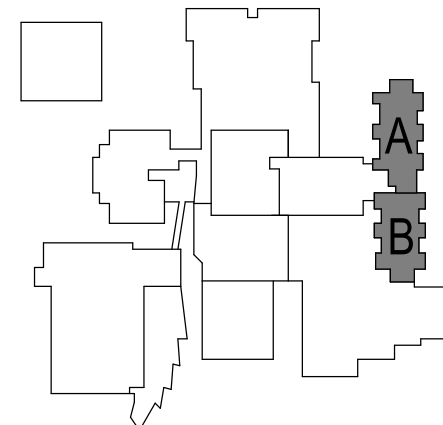
PEACE
HEALTH
MASTER
FACILITIES

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

PLANTING PLAN -
MOTHER JOSEPH
ENTRY AND
PARKING AREA

Keyplan



Date: 29 October 2021

Job No: 25272.php

Drawn By: Author

Checked By: Checker

Drawing No.

L1.02LU

LANDUSE

EXHIBIT 7

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Legend



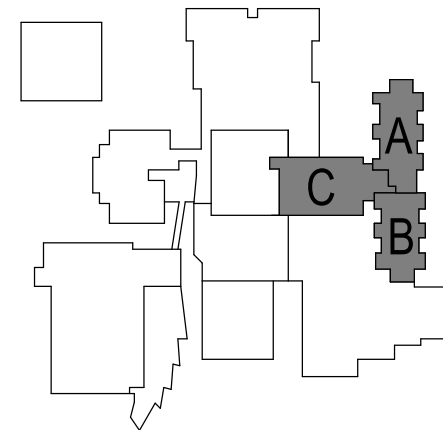
**PeaceHealth
Southwest
Medical Center**

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

**OVERALL
ELEVATIONS,
MOTHER JOSEPH
RENOVATIONS**

Keyplan



Date: 18 October 2021

Job No: 25272.php

Drawn By: -

Checked By: -

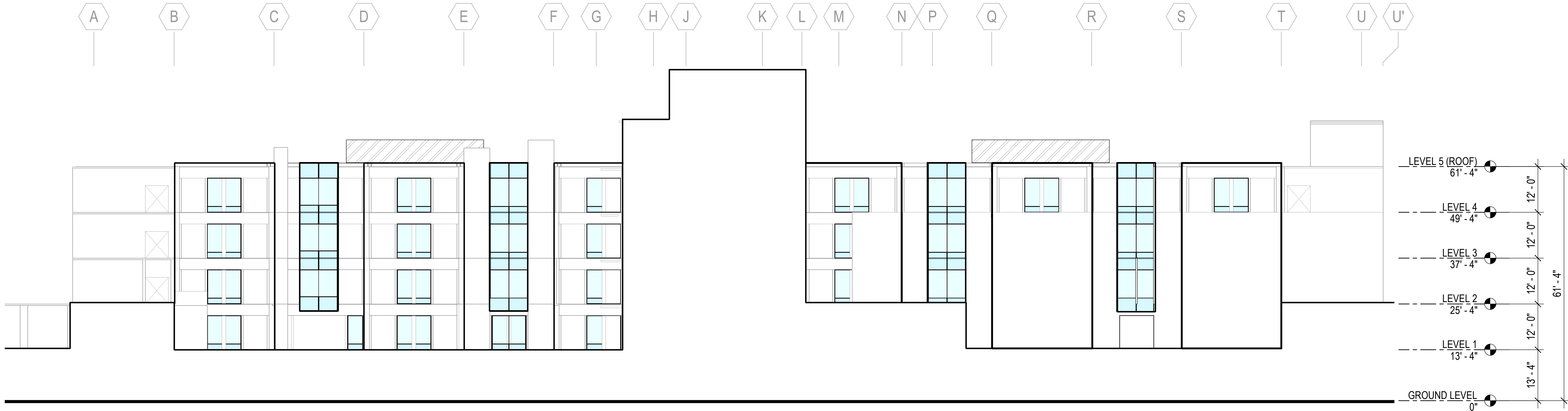
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A3.01

PFMP SUBMITTAL



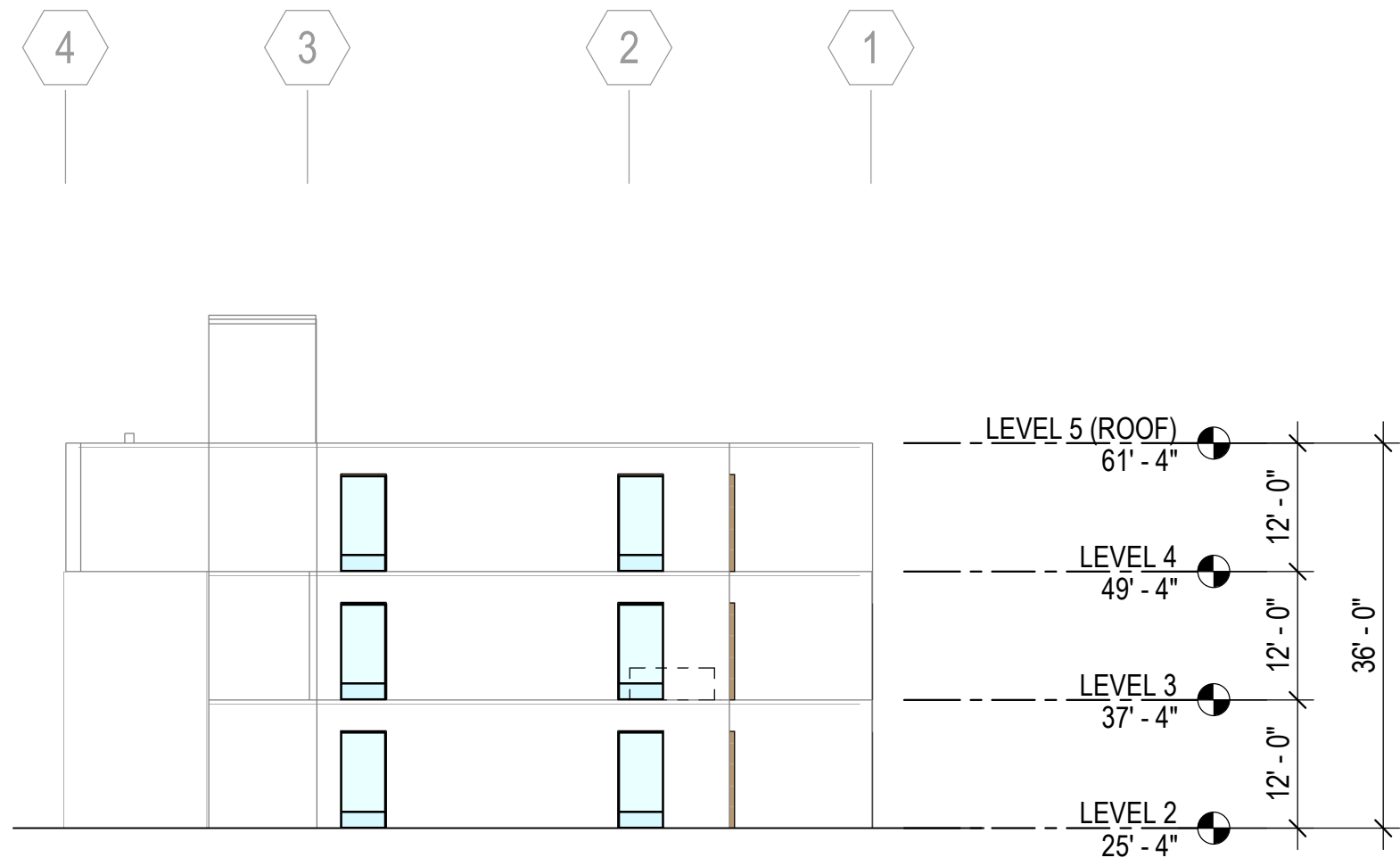
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LU3.01
LU-ELEVATION, OVERALL BUILDING - EAST MJT
1/16" = 1'-0"



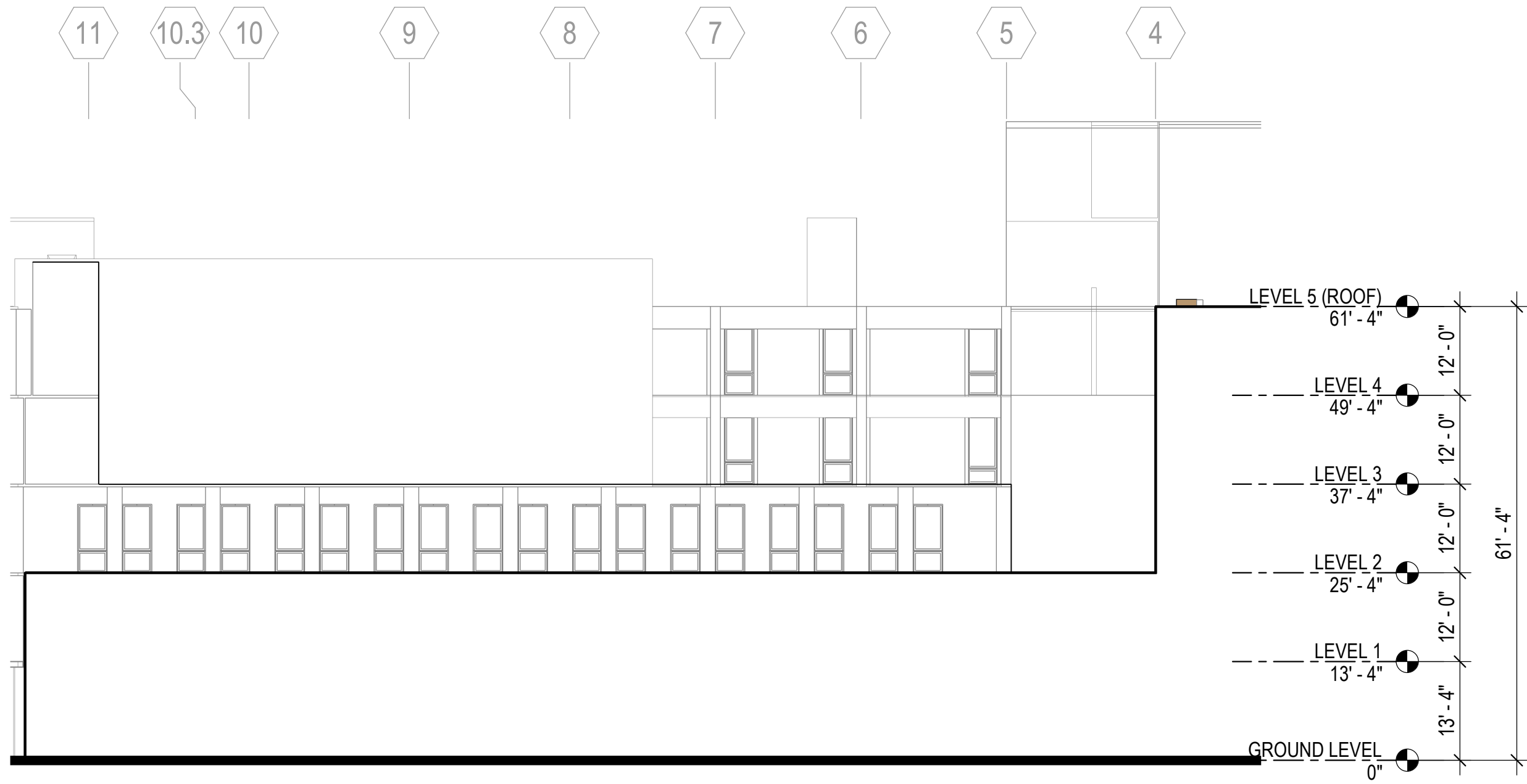
2
LU3.01
LU-ELEVATION, OVERALL BUILDING - WEST MJT
1/16" = 1'-0"



1 LU-ELEVATION, OVERALL BUILDING - NORTH MJT
1/16" = 1'-0"



2 LU-ELEVATION, OVERALL BUILDING - SOUTH MJT
1/16" = 1'-0"



3 LU-MOTHER JOSEPH TOWER (WEST ADDITION) - SOUTH
1/16" = 1'-0"

City of Vancouver Stamp



Ankrom Moisan Architects
38 NW Davis St., #300
Portland, OR 97209
T 503.245.7100
F 503.622.7235

Turner Construction
1155 SW Morrison St.
Portland, OR 97205
T 503.226.9825
F 503.226.9836

ZGF Architects LLP
1223 SW Washington St., #200
Portland, OR 97205
T 503.224.3860
F 503.224.2482

Consultants
STRUCTURAL

PCS Structural Solutions
101 SW Main Street, #280
Portland, OR 97204
T 503.232.3746
F

MEPT

AEI Affiliated Engineers
310 SW Fourth Avenue, #800
Portland, OR 97204
T 503.479.2901
F 503.479.2902

CIVIL

KPFF
111 SW Fifth Avenue, #2600
Portland, OR 97204
T 503.542.3860
F 503.274.4681

Legend



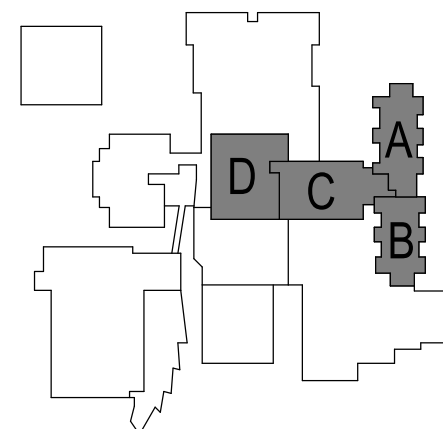
**PeaceHealth
Southwest
Medical Center**

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

**OVERALL
ELEVATIONS,
MOTHER JOSEPH
RENOVATIONS**

Keyplan



Date: 18 October 2021

Job No: 25272.php

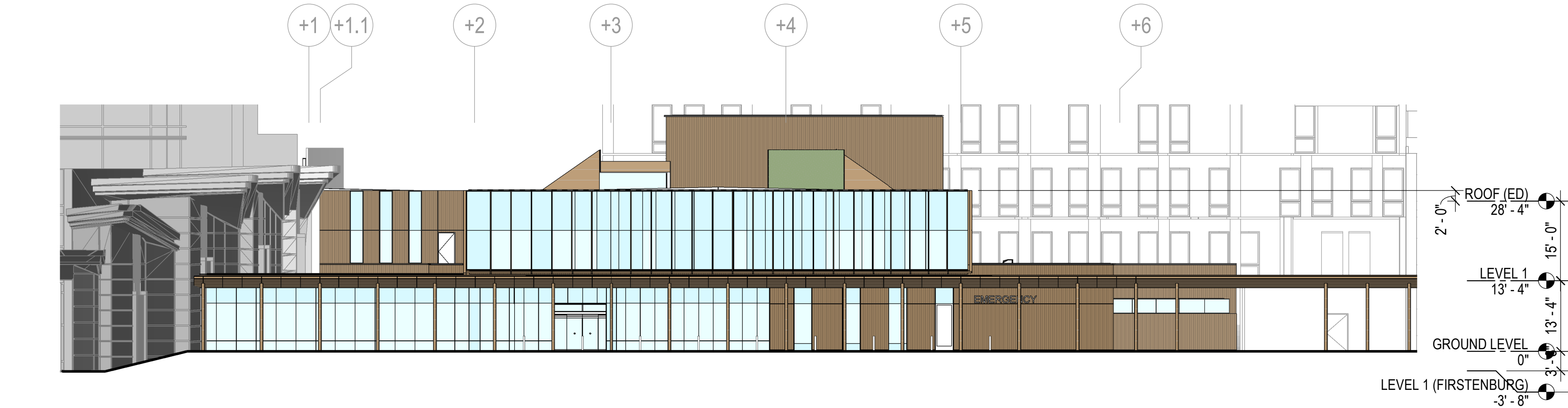
Drawn By: -

Checked By: -

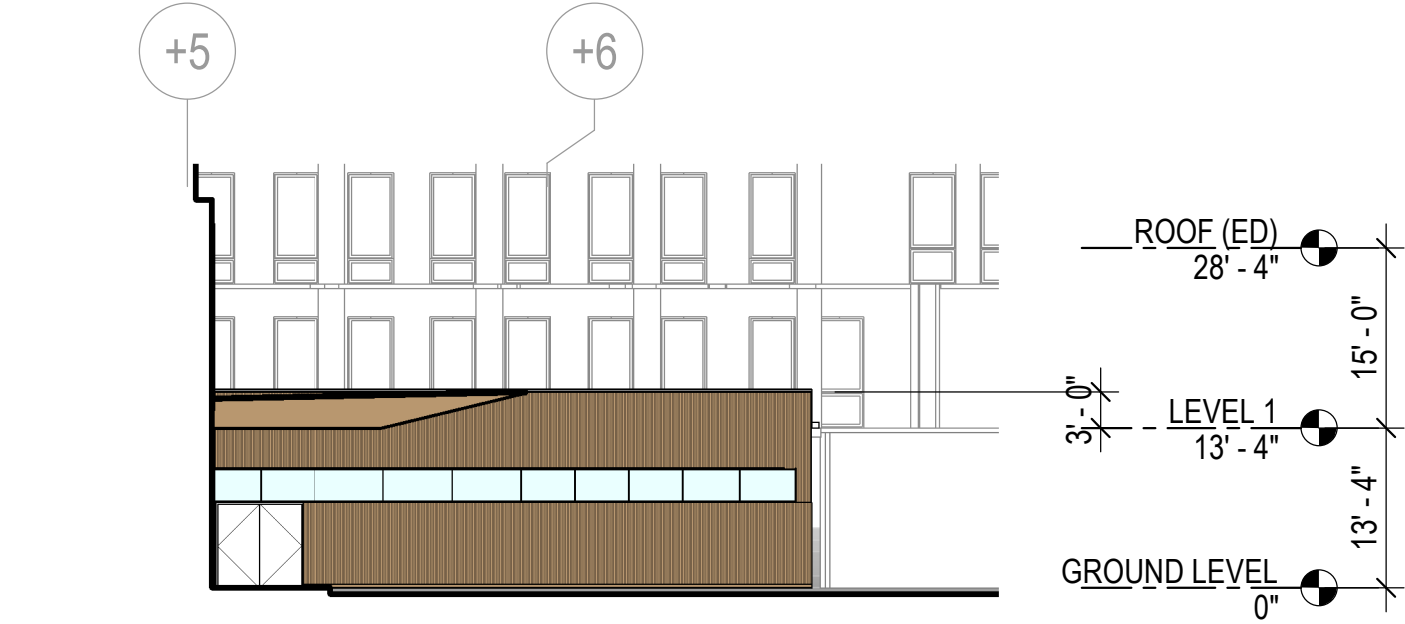
Drawing No.

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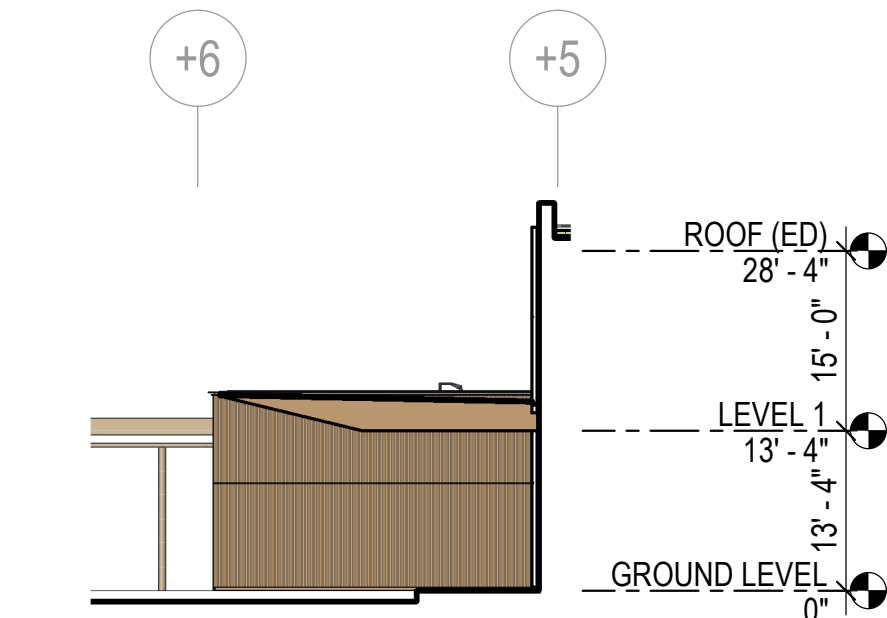
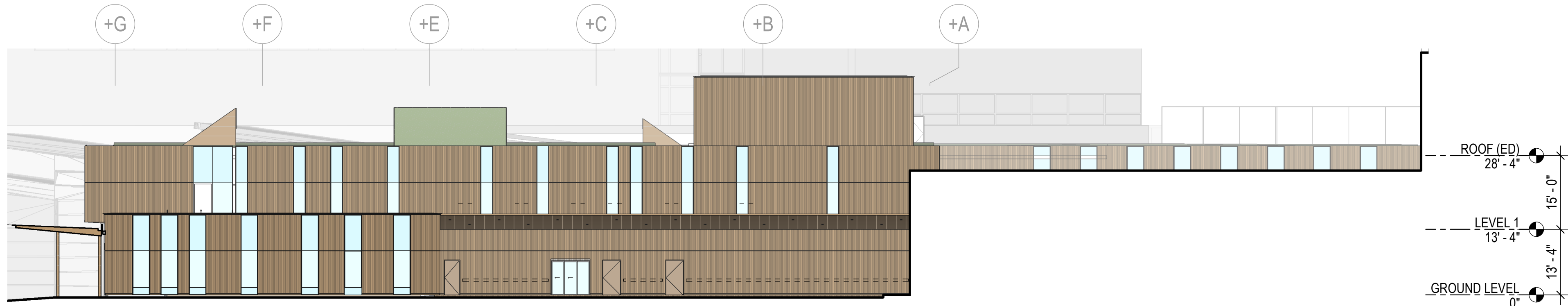
PFMP SUBMITTAL



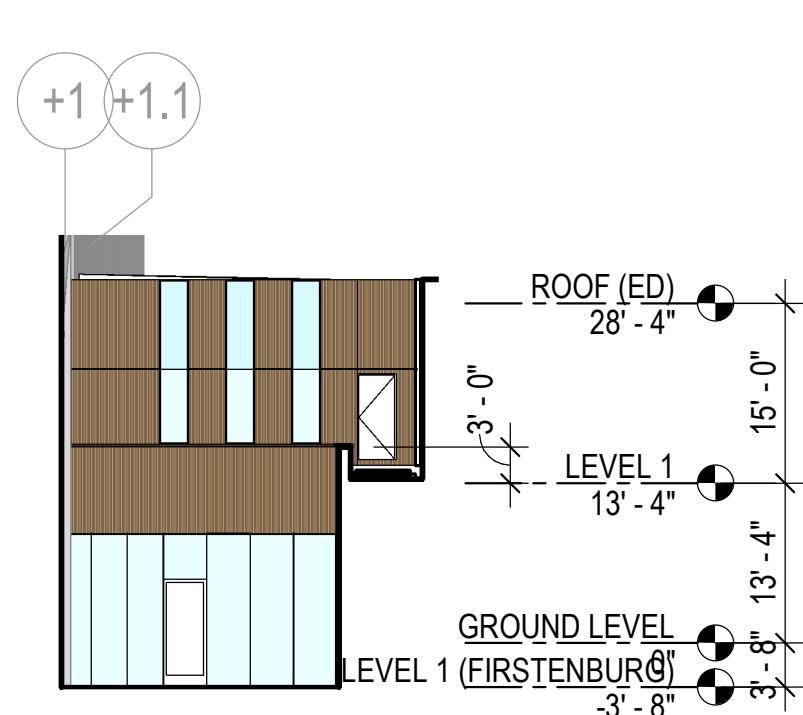
7 LU-ELEVATION, OVERALL BUILDING - SOUTH ED
LU3.03 1/16" = 1'-0"



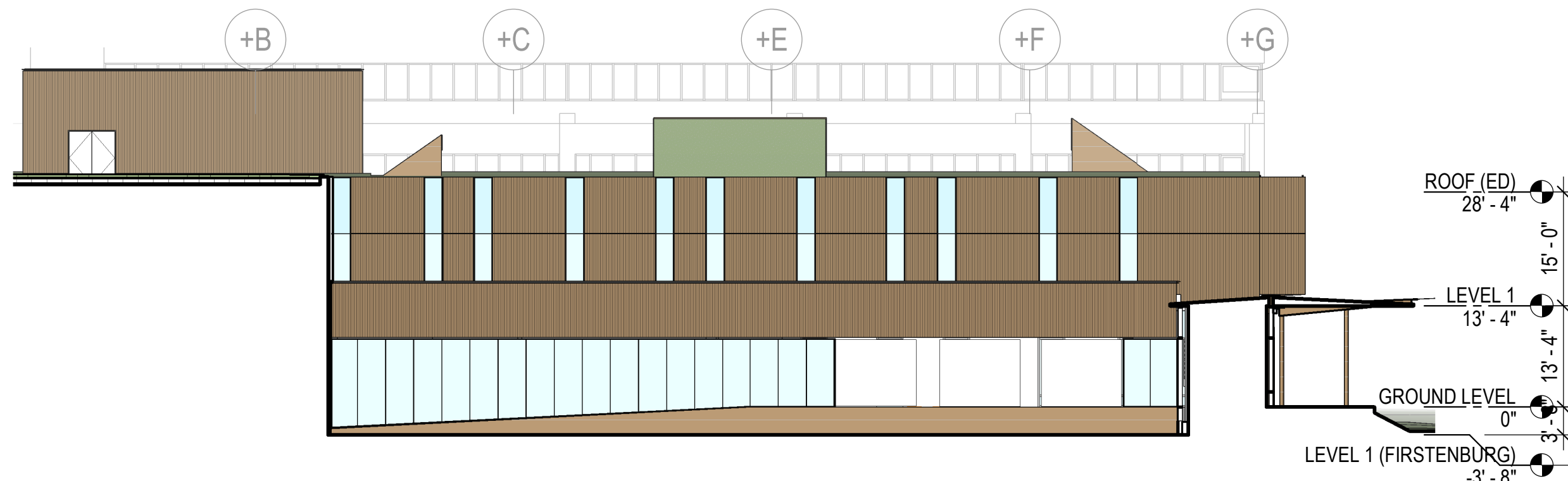
4 LU-ELEVATION, PARTIAL -- NORTH @AMBULANCE BAY
LU3.03 1/16" = 1'-0"



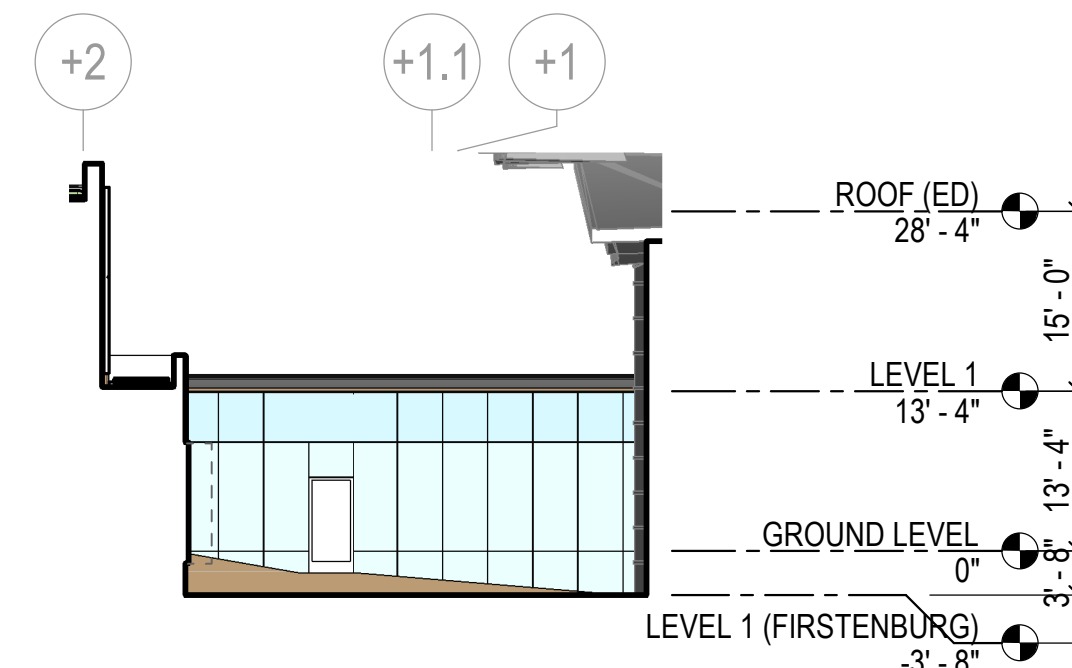
1 LU-ELEVATION, PARTIAL - SOUTH @AMBULANCE BAY
LU3.03 1/16" = 1'-0"



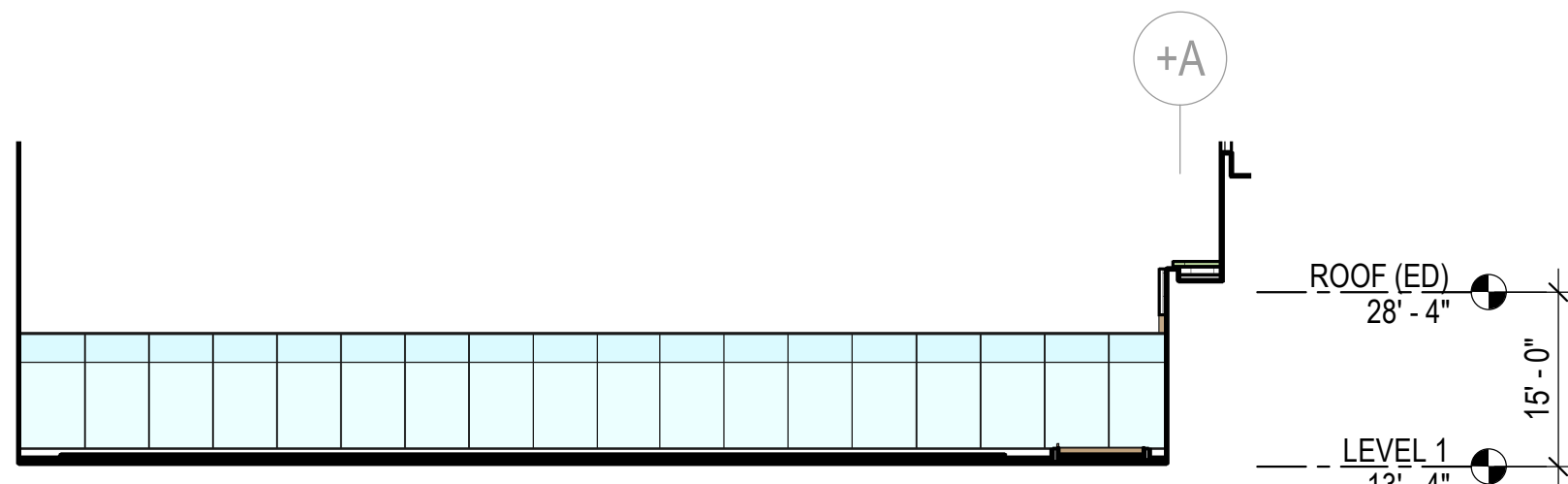
9 LU-PARTIAL ELEVATION - ED SOUTH COURTYARD
LU3.03 1/16" = 1'-0"



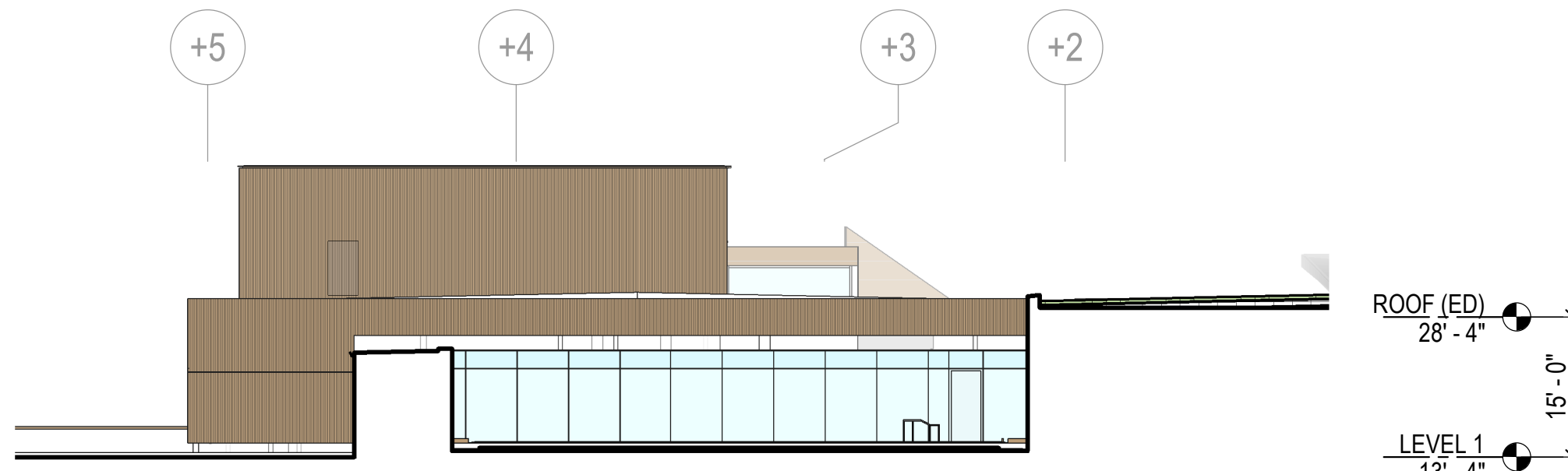
6 LU-ELEVATION, OVERALL BUILDING - WEST ED
LU3.03 1/16" = 1'-0"



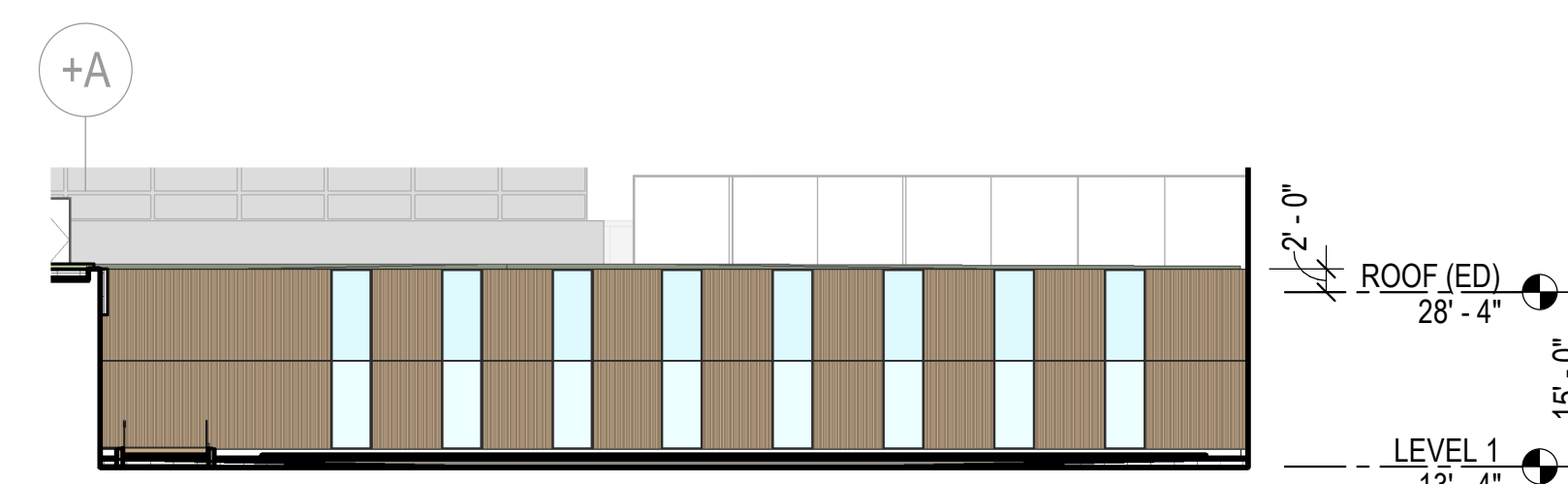
2 LU-ELEVATION, PARTIAL - NORTH @CONNECTOR
LU3.03 1/16" = 1'-0"



10 LU-ELEVATION, PARTIAL - WEST @ROOF BRIDGE
LU3.03 1/16" = 1'-0"



5 LU-ELEVATION, PARTIAL - NORTH
LU3.03 1/16" = 1'-0"



3 LU-ELEVATION, PARTIAL - EAST @ROOF ADDITION
LU3.03 1/16" = 1'-0"

City of Vancouver Stamp



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Legend



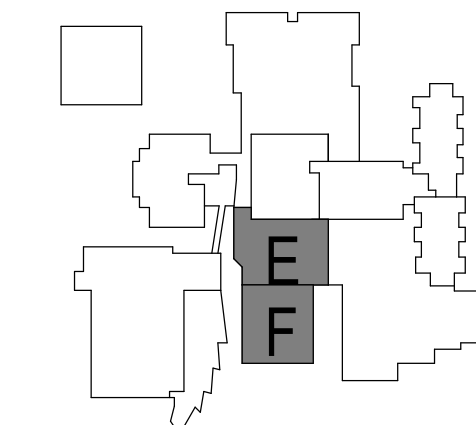
**PeaceHealth
Southwest
Medical Center**

400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

**OVERALL
ELEVATIONS,
NEW ADDITION**

Keyplan



Date: 18 October 2021

Job No: 25272.php

Drawn By: -

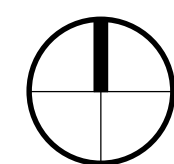
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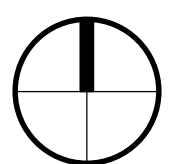
Drawing No.

A3.03

PFMP SUBMITTAL

10/18/2021 4:10:23 PM







January 5, 2022

Keith Jones, AICP, Senior Planner
City of Vancouver
Community & Economic Development
PO Box 1995
Vancouver, WA 98668

Dear Keith Jones:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the PeaceHealth Southwest Medial Center - Public Facilities Plan Amendment Project (PRJ-167480/LUP-81939) located at 400 Northeast Mother Joseph Place as proposed by PeaceHealth. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials. Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," on Ecology's website at: [Construction & Demolition Guidance](#). All removed debris resulting from this project must be disposed of at an approved site. All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. Contact the local jurisdictional health department for proper management of these materials.

TOXICS CLEANUP: Craig Rankine (360) 690-4795

There are known contaminated site(s) within approximately half-a-mile of the proposed SEPA action. The site(s) include, but may not be limited to following, see Ecology Facility Site ID No's, site name and project manager:

- 20551 Xiaoping Ding and Fuha Holly Gua Property(no project manager assigned, contact Craig Rankine [360] 690-4795)
- 22584 Willamette Dental Vancouver (no project manager assigned, contact Craig Rankine [360] 690-4795)

If contamination is suspected, discovered, or occurs during the proposed SEPA action, testing of the potentially contaminated media must be conducted. If contamination of soil or groundwater is readily apparent, or is revealed by testing, Ecology must be notified. Contact the Environmental Report Tracking System Coordinator for the Southwest Regional Office (SWRO) at (360) 407-6300.

WATER QUALITY/WATERSHED RESOURCES UNIT:
Greg Benge (360) 690-4787

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater

pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: [http://www.ecy.wa.gov/programs/wq/stormwater/construction/- Application](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202106531)

cc: Derek Rockett, SWM
Craig Rankine, TCP
Greg Bengé, WQ

EXHIBIT 10

From: [Ron Zito](#)
To: [Jones, Keith \(CED\)](#)
Date: Tuesday, December 21, 2021 6:50:25 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.

Good Evening Keith and Happy Holidays,

As a public servant myself, I have continually been impressed by the outreach the City of Vancouver has performed regarding land development initiatives and other public projects in our City.

This evening, however, I am writing to you as a concerned resident of the Garrison Heights Neighborhood Association regarding PRJ-167480/LUP-81939 PeaceHealth Southwest Medical Center - Public Facilities Plan Amendment.

I understand that the City seeks to issue a DNS to approve this project. However, as I review the organization's plans it appears acres of current greenspace will soon become impervious asphalt that will undoubtedly trap heat and create surface runoff issues. I am not an attorney but as I review WAC 197-11-960 it appears the environmental elements listed for consideration would be detrimentally impacted under this proposal.

As we are all aware of the daunting reality of climate change, I can't help but ask that you seek to request mitigation efforts from Peace Health to ensure that their plans for this extraordinary amount of additional parking is done so in an environmentally responsible fashion. Having lived in Garrison Heights for over a decade I can personally attest that the Hospital has ample parking space empty every single day. And as a concerned community member I struggle to see the value in paving more natural space with no clear need.

Thank you for your service to our community. I deeply appreciate any effort you can extend to nudge this project in a direction that considers the deleterious impacts of less greenspace and more pavement in our City. This seems to counteract the City's own tree canopy coverage goals under its Public Works department.

Regards,
Ron Zito
1312 NE 89th PL
716-930-4072

From: [Laural Houlihan](#)
To: [Jones, Keith \(CED\)](#)
Subject: Comment on Notice of Application for PeaceHealth Southwest Expansion
Date: Sunday, December 26, 2021 4:53:33 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.

To whom it may concern,

We are neighbors to PeaceHealth Southwest. We appreciate the service the hospital and staff provide to our community and understand the need to expand.

We are, however, concerned about the future expansion in the Master Plan Concept for Buildout.

We live at 1103 NE 89th Avenue across from Coop Park. We, and I'm sure most of our neighbors, enjoy the beautiful trees that grow in the area slated for the "Future Phase." It is our sincere desire that the trees in this area be protected as much as possible. This is not only an aesthetic concern but also important to protecting the area's environment and preserving wildlife habitat.

Thank you so much for including our comment in the proposed PeaceHealth Southwest Medical Center project.

If we need to send this comment to a different email or entity, please let us know.

Sincerely,
Mike and Laural (Porter) Houlihan
Lopoinpdx@live.com
503-329-3461

Sent from my iPad

EXHIBIT 12

Transportation Impact Study

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT 13

Parking Analysis

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT 14

Stormwater Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT 15

Geotechnical Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

Application Number: PRJ-167480

Project Name: Peacehealth PFMP Amendment	Date: 1/27/2022 12:00:00 AM
Project Address: 400 NE MOTHER JOSEPH PL	TAZ: TA143
Project Number: PRJ-167480	Primary Corridor:
ENG Number:	Parcel 1 ID: 110840000
TIF District: Cascade	Parcel 2 ID:
TIF Overlay District: Overlay - Mill Plain / I-205	Parcel 3 ID:

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Hospital	610	0.89	0.97	10.72	1000	43992		37	43	472
*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation								New Project Trips		
**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.								Net New Project Trips (new trip - existing trips)		
***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only								37	43	472
****% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) * 100 - .9 * 100 - 90 - from approved traffic impact study only								37	43	472

Traffic Impact Fee Calculation									
LU Description	ITE LU Code	Proposed Project ADT	Net New Proj ADT	TIF Rate/Trip	TIF Overlay rate/trip	BEF Reduction = .3 for retail commercial uses & ITE LU 912	Tax Reduction	TIF Due	Overlay TIF Due
Hospital	610	472	472.00	291	0		0.15	\$116,749.20	\$0.00
Sum		472	472	TIF Totals:				\$116,749.20	\$0.00

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500
Calculated Total =			

Total Monitoring Fee =

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
	Leiser/StHelens/McArthur	\$2,000.00	12	\$24,000.00
Total Proportionate Share Fees =				\$24,000.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-167480

Project Name:	Peacehealth PFMP Amendment	Date:	1/27/2022 12:00:00 AM
Project Address:	400 NE MOTHER JOSEPH PL	TAZ:	TA143
Project Number:	PRJ-167480	Primary Corridor:	
ENG Number:		Parcel 1 ID:	110840000
TIF District:	Cascade	Parcel 2 ID:	
TIF Overlay District:	Overlay - Mill Plain / I-205	Parcel 3 ID:	

COMMENTS:

Amendment to Peacehealth's Public Facility Master Plan to incorporate a future expansion to the emergency dept and associated site improvements

District: Cascade	District TIF =	\$116,749.20
	Total TIF =	\$116,749.20

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACE HEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted)

Effective Date: October 10, 2016

Parties: PeaceHealth Southwest Medical Center
400 NE Mother Joseph Place
Vancouver WA 98664

City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, There are six additional properties that PeaceHealth intends to acquire that upon acquisition will become subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504.

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips (provided for in the prior development agreement and 48 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement. For any development or redevelopment that may occur on the Property within 10 years of the effective date of this Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the Hearings Examiner Decision dated August 31, 2015.

Section 3. Development Agreement. This agreement is a Development Agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B. 170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B. 170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the effective date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council.

Section 5. Effective Date, Term, Termination, and Modification. This agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This agreement shall be and remain in force for a period of 10 years from the effective date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B 200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a Prior Development Agreement between the parties dated January 22, 2002 are hereby reinstated as of that termination date and shall be in full force and effect for the 299 Reserved and unused transportation trips provided for in such Development Agreement which shall be and remain vested under this Development Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the Hearings Examiner Decision dated August 31, 2015. The Hearings Examiner Decision identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the PFMP approval.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Public Facilities Master Plan will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street

near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of NE 5th Street)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. The City shall initiate proceedings for vacation of the rights-of-way this Agreement prior to the submittal of Type II site plan review applications for projects included in the PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees (TIF) that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip (ADT) generation and p.m. peak hour trips from the existing uses on the Property as of the effective date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use. Capacity for the current 347 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the prior Development Agreement and 48 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 347 shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the effective date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the February 2015 TIA submitted with the PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the master plan therefor shall be controlled by the terms and condition of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Development Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040

as of the earlier of the date of any fully complete land use application being processed for approval with this Development Agreement, or the date of the execution of this Development Agreement. "Vesting" shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s)") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effect upon the date of the vesting of this Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under this Development Agreement. This Development Agreement and the development standards in, and terms of, this Development Agreement govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effective date of this Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of this Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of this Development Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of this Development Agreement must be consistent with this Development Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Development Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties highlighted on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, the Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement is provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Development Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Development Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Development Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Development Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Development Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Development Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in

defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of the agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. This agreement shall be recorded in Clark County real property records for the property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of this Development Agreement shall be for ten (10) years from the effective date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Development Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Development Agreement will become effective upon signature by the City, after a public hearing has occurred.

Section 29. Run with the Land. This Development Agreement shall run with the land and be binding on the parties' successors and assigns. This Development Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

By:



Date:

PeaceHealth, LLC, d.b.a.

By:



Date:

10/21/16

Approved as to Form:

By:



STATE OF WASHINGTON)

County of Clark : ss

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 10 day of October, 2016

Jennifer J. Brown
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 12-17-18



STATE OF WASHINGTON)

County of Clark : ss

I certify that I know or have satisfactory evidence that Gary Hall is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Supervisor of Clark County Peace Officers to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 21 day of October, 2016

Tasha Mauler
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 12-20-2018



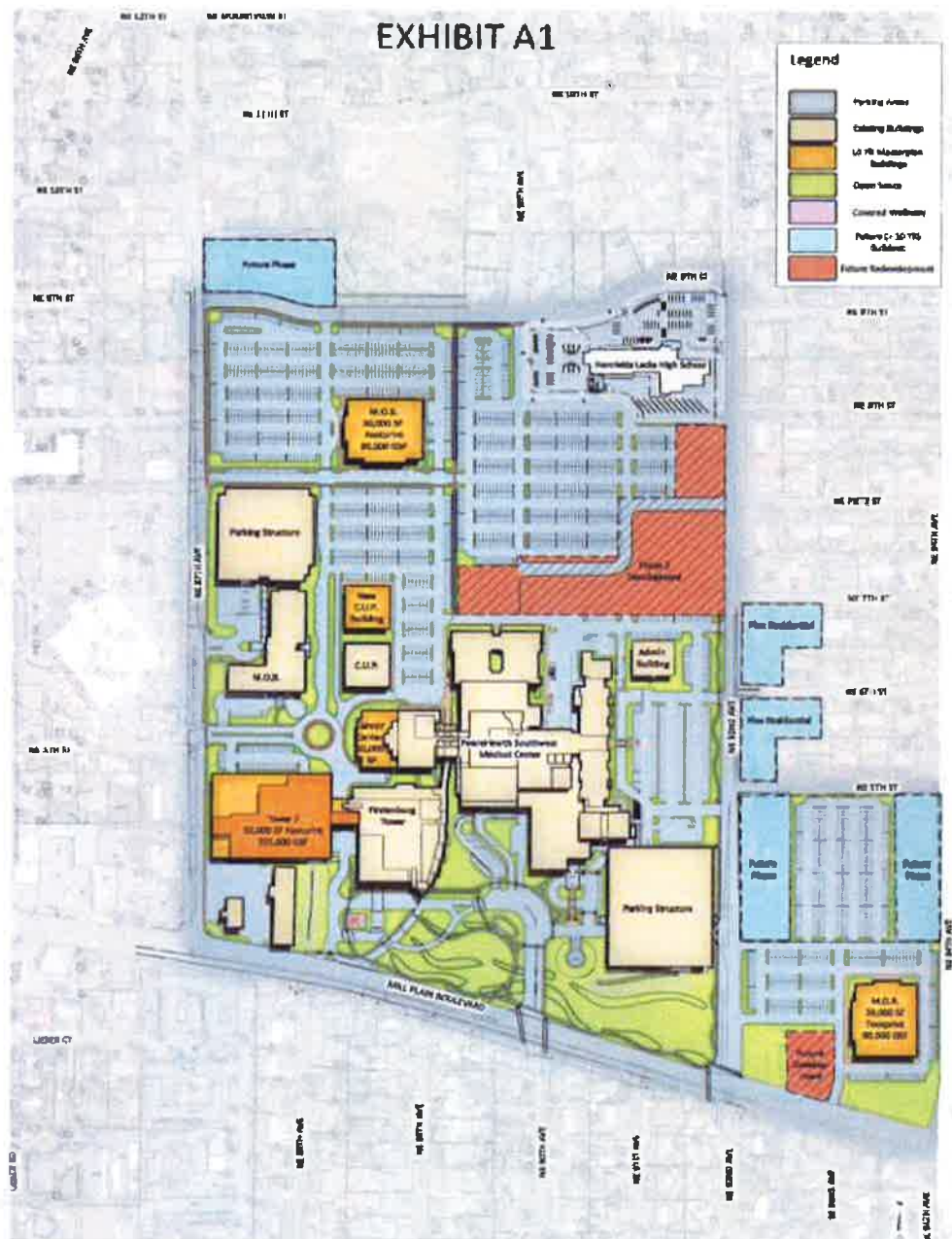
EXHIBIT A

Legal Descriptions

[To be Attached.]

Legend

	Typical Areas
	Existing Buildings
	Low Massages Buildings
	Open Areas
	Covered walkways
	Pavement 5-30 Yrs Durability
	Future Redevelopment



PeaceHealth Southwest Medical Center



Legend

	Primary Access
	Existing Buildings
	US 90 Transportation Buildings
	Open Access
	Controlled Accessibility
	Passive (> 30' W) Building



PascoHealth Southwest Medical Center



EXHIBIT B

Properties to be Acquired

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916205	403 NE 92ND AVE, VANCOUVER, 98664	Ronald and Virginia Oliver	PF	OCI	7,676	0.18
37916223	216 NE 93RD AVE, VANCOUVER, 98664	Nancy A. Bruley	PF	OCI	8,175	0.19
37916221	210 NE 93RD AVE, VANCOUVER, 98664	Mary Bergeron	PF	OCI	7,521	0.17
37916277	320 NE 94TH AVE, VANCOUVER, 98664	Zoe M. Carlile	PF	OCI	7,929	0.18
111011006	716 NE 92ND AVE, VANCOUVER, 98664	Mary Brosius	PF	OCI	7,934	0.18
111011076	610 NE 90TH AVE, VANCOUVER, 98664	Beverlee Miller, Trustee	PF	OCI	9,363	0.21
Total					48,598	1.11

EXHIBIT B

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

EXHIBIT B

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X	_____	X	_____
Seller	Date	Purchaser	Date
X	_____	X	_____
Seller	Date	Purchaser	Date

EXHIBIT A

[Full Legal Descriptions Attached.]

Currently owned by PeaceHealth:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916219	213 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,503	0.2
37916217	219 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,701	0.18
37916215	301 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,450	0.17
37916213	305 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,379	0.17
37916211	311 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,076	0.19
37916209	317 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,385	0.17
37916207	321 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,704	0.18
37916203	409 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,670	0.18
37916201	415 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,938	0.18
37916239	414 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,149	0.19
37916237	408 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,442	0.19
37916235	402 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,057	0.19
37916233	320 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,155	0.19
37916231	314 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,090	0.19
37916229	308 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,897	0.18
37916227	302 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,108	0.19
37916225	222 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,056	0.18
37916261	205 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,143	0.19
37916259	213 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,079	0.19

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916257	219 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,342	0.17
37916255	301 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,881	0.18
37916253	305 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,322	0.17
37916251	311 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,004	0.16
37916249	317 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,088	0.19
37916247	323 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,620	0.17
37916245	403 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,380	0.17
37916243	409 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,364	0.17
37916241	415 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,141	0.19
37916283	414 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,455	0.19
37916281	408 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,199	0.19
37916279	402 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,966	0.18
37916275	314 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,919	0.18
37916273	308 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,170	0.19
37916271	302 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,888	0.18
37916269	206 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,769	0.18
37916267	204 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,707	0.18
37916265	202 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,792	0.18
37916263	200 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,693	0.18
111011010	610 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,096	0.19
111011012	616 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,063	0.19
111011014	700 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,043	0.18

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
111011008	710 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,126	0.19
111011022	717 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,918	0.20
111011020	9106 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,013	0.21
111011034	9107 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,993	0.21
111011036	617 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,554	0.22
111011038	9105 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	11,434	0.26
111011040	9019 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,739	0.18
111011042	9011 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,636	0.18
111011044	9005 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,171	0.19
111011052	9016 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,126	0.23
111011050	704 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,154	0.23
111011048	710 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,161	0.23
111011046	9015 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,145	0.23
111011060	9007 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,152	0.23
111011058	711 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,180	0.23
111011056	705 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,186	0.23
111011054	9008 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,170	0.23
111011074	616 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,192	0.19
111011072	700 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111011070	704 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,214	0.19
111011068	710 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,230	0.19
111011066	718 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,106	0.19

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
111011064	800 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,324	0.19
111011062	806 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111022066	8915 NE 9TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,191	0.21
111017112	605 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,335	0.21
111017110	9213 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,476	0.22
111017064	521 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,383	0.19
111012112	9204 NE 5TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	6,706	0.15
111017052	9213 NE 6TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,297	0.19
111017050	509 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,578	0.20

Parcels within the original 42-acre hospital campus:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166207000	N/A	PeaceHealth	PF	OCI	49,658	1.14
166206000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166205000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166204000	N/A	PeaceHealth	PF	OCI	55,757	1.28
166208000	N/A	PeaceHealth	PF	OCI	125,888	2.89
166209000	N/A	PeaceHealth	PF	OCI	115,870	2.66
166203000	605 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	80,586	1.85
110840000	400 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	769,270	17.66
110892000/ 986035261	8716 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	38,333	0.88
110893000	8700 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	11,326	0.26
166202000	505 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	48,352	1.11
166202001	N/A	SW WA Health System	PF	OCI	16,988	0.39

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166202002	N/A	PMB VANCOUVER	PF	OCI	0	0
166202003	N/A	PMB VANCOUVER	PF	OCI	0	0
166216000	200 NE MOTHER JOSEPH PL, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166216001	N/A	SW WA Health System	PF	OCI	19,166	0.44
166216002	N/A	PMB Vancouver	PF	OCI	0	0
166216003	N/A	PMB Vancouver	PF	OCI	0	0
37916285	300 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	172,062	3.95
37916288	100 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	38,768	0.89
37916341	110 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	51,401	1.18
166210000	600 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	63,162	1.45
166212000	N/A	PeaceHealth	PF	OCI	44,431	1.02
166211000	602 NE 92ND AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166211001	N/A	PMB Vancouver	PF	OCI	0	0

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916201

415 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916203

409 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916207

321 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916209

317 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916211

311 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916213

305 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916215

301 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916217

219 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916219

213 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916225

222 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916227

302 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 14, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916229

308 NE 93RD AVE,
ANCOUVER, WA 98664

EXHIBIT "A"

LOT 15, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916231

314 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916233

320 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916235

402 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916237

408 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916239

414 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916241

415 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916243

409 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916245

403 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916247

323 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916249

317 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916251

311 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916253

305 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916255

301 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916257

219 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916259

213 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916261

205 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916263

200 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916265

202 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916267

204 NE 94TH AVE
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916269

206 NE 94TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 15, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916271

302 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916273

308 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916275

314 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916279

402 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916281

408 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 21, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916283

414 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 22, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011008

710 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 1, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011010

610 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011012

616 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011014

700 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011020

9106 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011022

717 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011034

9107 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011036

617 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011038

9105 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011040

9019 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011042

9011 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011044

9005 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011046

9015 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011048

710 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011050

704 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011052

9016 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011054

9008 NE 7TH ST
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011056

705 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011058

711 NE 90TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011060

9007 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011062

806 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011064

800 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011066

718 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011068

710 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011070

704 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 5, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011072

700 NE 90TH AVE,
ANCOUVER, 98664

EXHIBIT "A"

LOT 6, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011074

616 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 7, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111012112

9204 NE 5TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017050

509 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017052

9213 NE 6TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017064

521 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017110

9213 NE 7TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 13, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017112

605 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111022066

8915 NE 9TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 9, CRYSTAL COUR #2, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "G" OF PLATS, PAGE 269,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166207000

#94 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29,
Township 2 North, Range 2 East, Willamette Meridian, Clark County,
Washington, described as follows;

Beginning at the Southeast corner of said Section 29;
Thence North 01°22'12" East, along the East line of said Section 29, for a
distance of 1003.37 feet to the East extension of the North line of Lot 17
of "NORELIUS ORCHARD TRACTS", according to the plat there of
recorded in Book "C" of Plats at Page 79, records of Clark County, Wash-
ington;

Thence North 88°48'40" West, along said East extension and the North
line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-
Way line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a
distance of 1349.90 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way
line for a distance of 119.65 feet;

Thence South 88°52'32" East, for a distance of 299.40 feet;

Thence South 01°17'30" West, for a distance of 119.65 feet;

Thence North 88°52'32" West, for a distance of 299.39 feet to the TRUE
POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166204000

#91 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166205000

#92 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"


A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166206000

#93 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1230.25 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 119.65 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.39 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 119.65 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.38 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166208000

#95 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, the South line and the West extension thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2";

Thence North $01^{\circ}17'30''$ East, along the West line of said "GLENNHAVEN-2", for a distance of 391.60 feet, said point being the TRUE POINT OF BEGINNING;

Thence North $88^{\circ}52'32''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "CRYSTAL COURT-2", according to the plat thereof recorded in Book "G" of Plats, at page 269, records of Clark County, Washington;

Thence South $01^{\circ}17'30''$ West, along said West line and the West line of said "GLENNHAVEN-2" for a distance of 425.79 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166209000

#96 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, and the South line thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN- 2", said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}53'22''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 391.67 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "said "GLENNHAVEN-2";

Thence South $01^{\circ}17'30''$ West, along said West line, for a distance of 391.60 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166203000

605 NE 87TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 606.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 367.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 265.43 feet to the North extension of the East face of an existing parking structure;

Thence South $01^{\circ}12'26''$ West, along the North extension, the East face, and the South extension of said parking structure, for a distance of 232.76 feet to the East extension of the South face of said parking structure;

Thence North $88^{\circ}38'05''$ West, along said East extension and the South face, for a distance of 27.57 feet to an angle point in said parking structure;

Thence South $01^{\circ}13'59''$ West, along the East face of said parking structure, for a distance of 15.87 feet to the Southeast corner of said parking structure;

Thence North $88^{\circ}49'39''$ West, along the South face of said parking structure, for a distance of 82.33 feet to an angle point in said South face;

Thence South $01^{\circ}13'59''$ West, along the face of said parking structure, for a distance of 9.02 feet;

Thence North $89^{\circ}36'56''$ West, along said South face and the Westerly extension thereof, for a distance of 31.72 feet;

Thence South $02^{\circ}16'51''$ West, for a distance of 109.19 feet;

Thence North $88^{\circ}51'06''$ West, for a distance of 122.26 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN", according to the plat thereof recorded in Book F of Plats at Page 156, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, for a distance of 30.00 feet to the Southeast corner of said "GLENNHAVEN", said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along the West Right-of-Way Line of N.E. 92nd Avenue, for a distance of 236.11 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence South $01^{\circ}22'12''$ West, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line for a distance of 112.57 feet to the East extension of the North face of an existing parking structure:

Thence North $88^{\circ}50'38''$ West, along said East extension and the North face thereof, for a distance of 186.12 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 107.51 feet;

Thence North $50^{\circ}56'59''$ West, for a distance of 78.31 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 372.67 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, along the common line between two existing buildings and the North extension thereof, for a distance of 320.93 feet to an angle point in the North perimeter line of an existing building known as the Physicians Building;

Thence the following courses and distances along said perimeter of the Physicians Building;

EXHIBIT "A"

Thence North 88°53'03" West, for a distance of 134.17 feet;

Thence South 01°04'03" West, for a distance of 84.17 feet;

Thence North 88°56'08" West, for a distance of 0.96 feet;

Thence South 01°05'10" West, for a distance of 20.71 feet;

Thence South 88°54'50" East, for a distance of 32.21 feet;

Thence South 01°07'27" West, for a distance of 143.62 feet to the North line of Lot 16 of "NORELIUS ORCHARD TRACTS" according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence leaving said perimeter North 88°50'23" West, along said North line for a distance of 167.62 feet to the Northwest corner of said Lot 16;

Thence South 01°24'03" West, along the West line of said Lot 16, for a distance of 335.81 feet to the Northerly Right-of-Way Line of Mill Plain Boulevard;

Thence North 71°33'36" West, along said Northerly Right-of-Way Line, for a distance of 166.85 feet;

Thence along said Northerly Right-of-Way Line, along the arc of a 1477.39 foot radius curve to the left, the long chord of which bears North 75°11'47" West, for a chord distance of 187.40 feet, through a central angle of 07°16'21", for an arc distance of 187.52 feet;

Thence North 78°49'57" West, along said Northerly Right-of-Way Line, for a distance of 62.47 feet to the West line of that certain tract of land conveyed to Chrysler Realty Corporation by Statutory Warranty Deed, recording under Auditor's File No. G612905, records of Clark County, Washington;

Thence North 02°07'51" East, along said West line, for a distance of 231.34 feet to the Northwest corner of said Chrysler Realty Corporation tract;

Thence North 88°49'40" West, along the North line of Lot 17 of said "NORELIUS ORCHARD TRACTS", for a distance of 234.36 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 353.07 feet;

Thence South 88°51'28" East, for a distance of 24.41 feet;

EXHIBIT "A"

Thence North 00°43'10" East, for a distance of 34.85 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears North 44°31'20" West, for a chord distance of 4.26 feet, through a central angle of 90°29'13", for an arc distance of 4.74 feet;

Thence North 89°45'56" West, for a distance of 6.17 feet;

Thence North 00°57'48" East, for a distance of 24.73 feet;

Thence South 89°24'10" East, for a distance of 4.67 feet;

Thence North 00°58'37" East, for a distance of 15.86 feet;

Thence South 88°51'06" East, for a distance of 128.47 feet;

Thence South 01°55'21" East, for a distance of 11.24 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears South 68°09'25" East, for a chord distance of 5.49 feet, through a central angle of 132°28'14", for an arc distance of 6.94 feet;

Thence North 45°36'28" East, for a distance of 3.46 feet;

Thence South 01°03'45" West, for a distance of 35.73 feet;

Thence South 89°00'54" East, for a distance of 45.69 feet;

Thence North 01°20'04" East, for a distance of 38.13 feet;

Thence South 67°40'30" East, for a distance of 16.15 feet;

Thence North 89°34'18" East, for a distance of 36.55 feet;

Thence along the arc of 6.00 foot radius curve to the left, the long chord of which bears North 43°54'56" East, for a chord distance of 8.58 feet, through a central angle of 91°18'41" for an arc distance of 9.56 feet;

Thence North 01°44'25" West, for a distance of 71.02 feet;

Thence North 01°11'34" East, for a distance of 245.47 feet to the East extension of the South face of an existing parking structure;

Thence South 88°38'05" East, along said East extension for a distance of 10.69 feet

EXHIBIT "A"

to the South extension of the East face of said parking structure;

Thence North $01^{\circ}12'26''$ East, along said South extension of the East face and the North extension thereof, for a distance of 232.76 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 265.43 feet to said East Right-of-Way Line;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 70.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.37 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet to the Southeast corner of that certain tract of land conveyed to Medical Center Physicians Building, LLC, recorded under Auditor's File No. 3321872, records of Clark County, Washington;

Thence South $88^{\circ}52'32''$ East, for a distance of 39.90 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 817.46 feet to the West extension of the South line of "GLENNHAVEN-2", according to the plat thereof recorded in Book "F" of Plats of Page 167, records of Clark County, Washington;

Thence South $88^{\circ}53'22''$ East, along said West extension, the South line and the East extension thereof, for a distance of 930.68 feet to the TRUE POINT OF BEGINNING.

Except "PARCEL 11 ADMINISTRATION BUILDING", a parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet;

Thence North $88^{\circ}53'22''$ West, along the South line of "GLENNHAVEN - 2", according to the plat thereof recorded in Book F of Plats at Page 167, records of Clark County, Washington, and the East extension thereof, for a distance of 256.17 feet;

Thence South $01^{\circ}06'48''$ West, for a distance of 77.02 feet to the TRUE POINT OF BEGINNING;

Thence South $88^{\circ}48'26''$ East, for a distance of 34.21 feet;

Thence North $01^{\circ}14'14''$ East, for a distance of 4.89 feet;

EXHIBIT "A"

Thence South $88^{\circ}45'46''$ East, for a distance of 8.67 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 7.46 feet;
Thence South $88^{\circ}54'55''$ East, for a distance of 39.32 feet;
Thence South $01^{\circ}00'42''$ West, for a distance of 12.33 feet;
Thence South $89^{\circ}04'39''$ East, for a distance of 52.79 feet;
Thence South $39^{\circ}45'04''$ East, for a distance of 2.74 feet;
Thence South $00^{\circ}57'47''$ West, for a distance of 122.10 feet;
Thence North $88^{\circ}44'22''$ West, for a distance of 56.12 feet;
Thence North $44^{\circ}56'09''$ West, for a distance of 5.05 feet;
Thence North $88^{\circ}32'26''$ West, for a distance of 77.39 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 119.90 feet to the TRUE POINT
OF BEGINNING.

TAX ACCOUNT # 110892-000

8716 E MILL PLAIN BLVD
VANCOUVER, WA

EXHIBIT "A"

That portion of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°43'19" West 400.34 feet from the Northeast corner of said Lot 17; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°43'19" West along said North line 244.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°09'50" East along said East line of 87th Avenue 188.86 feet to the Northerly line of Mill Plain Boulevard as conveyed to Clark County, Washington, by deed recorded under Auditor's File No. G534112; thence South 80°18'59" East 244.66 feet along said right-of-way line to a point in a line drawn South 0°38'17" West from the point of beginning; thence North 0°38'17" East 231 feet to the point of beginning.

EXCEPT the South 110 feet of the West 140.00 feet thereof, as measured along and drawn parallel to the South and West lines thereof.

FURTHER EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 8001240100

TAX ACCOUNT # 110893000

8700 E MILL PLAIN BLVD
VANCOUVER, WA 98664

EXHIBIT "A"

The South 140.00 feet of the West 129.85 feet as measured along the South and West lines of that portion of Lot 17, "Norelius Orchard Tracts", according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°55'07" West 400.34 feet from the Northeast corner thereof; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°55'07" West along said North line 234.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°04'34" West along said right-of-way line of Mill Plain Boulevard; thence South 80°02'44" East along said right-of-way line 234.75 feet to a 1/2 inch iron pipe at the Southwest corner of the aforementioned Chrysler Realty Corporation tract; thence North 00°53'54" East 231.54 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 800124101.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.39 feet to the East extension of the North line of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Book "C" of plats, page 79, records of Clark County, Washington;

THENCE North 88°49'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East right of way line of NE 87th Avenue;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 353.07 feet to the TRUE POINT OF BEGINNING;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 253.69 feet;

THENCE South 88°51'06" East, for a distance of 122.26 feet;

THENCE North 02°16'51" East, for a distance of 109.19 feet to the West extension of the South face of an existing parking structure;

THENCE South 89°36'56" East, along said West extension and said South face, for a distance of 31.72 feet to an angle point in said South face;

THENCE North 01°13'59" East, along said parking structure face, for a distance of 9.02 feet to an angle point in said South face;

THENCE South 88°49'39" East, along said South face, for a distance of 82.33 feet to the Southeast corner of said parking structure;

THENCE North 01°13'59" East, along the East face of said parking structure, for a distance of 15.87 feet to an angle point in said East face;

THENCE South 88°38'05" East, along said South face and the East extension thereof, for a distance of 16.89 feet;

THENCE South 01°11'34" West, for a distance of 245.47 feet;

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

THENCE South 01°44'25" East, for a distance of 71.02 feet;

THENCE along the arc of a 6.00 foot radius curve to the right, the long chord of which bears South 43°54'56" West, for a chord distance of 8.58 feet, through a central angle of 91°18'41", for an arc distance of 9.56 feet;

THENCE South 89°34'18" West, for a distance of 36.55 feet;

THENCE North 67°40'30" West, for a distance of 16.15 feet;

THENCE South 01°20'04" West, for a distance of 38.13 feet;

THENCE North 89°00'54" West, for a distance of 45.69 feet;

THENCE North 01°03'45" East, for a distance of 35.73 feet;

THENCE South 45°36'28" West, for a distance of 3.46 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears North 68°09'25" West, for a chord distance of 5.49 feet, through a central angle of 132°28'14", for an arc distance of 6.94 feet;

THENCE North 01°55'21" West, for a distance of 11.24 feet;

THENCE North 88°51'06" West, for a distance of 128.47 feet;

THENCE South 00°58'37" West, for a distance of 15.86 feet;

THENCE North 89°24'10" West, for a distance of 4.67 feet;

THENCE South 00°57'48" West, for a distance of 24.73 feet;

THENCE South 89°45'56" East, for a distance of 6.17 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears South 44°31'20" East, for a chord distance of 4.26 feet, through a central angle of 90°29'13", for an arc distance of 4.74 feet;

THENCE South 00°43'10" West, for a distance of 34.85 feet;

THENCE North 88°51'28" West, for a distance of 24.41 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1067.47 feet;

THENCE North 88°43'15" West for a distance of 347.62 feet to the angle point in the East perimeter of an existing building, said point being the True Point of Beginning;

THENCE the following courses and distances along said perimeter of an existing building:

THENCE continuing North 88°43'15" West for a distance of 27.63 feet;

THENCE North 01°23'01" East for a distance of 68.65 feet;

THENCE South 88°36'59" East for a distance of 12.13 feet;

THENCE North 01°23'01" East for a distance of 8.49 feet;

THENCE South 88°36'59" East for a distance of 1.12 feet;

THENCE North 01°23'01" East for a distance of 25.69 feet;

THENCE North 88°36'59" West for a distance of 13.26 feet;

THENCE North 01°23'01" East for a distance of 26.31 feet;

THENCE South 88°36'59" East for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 23.27 feet;

THENCE North 88°36'59" West for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 26.34 feet;

THENCE South 88°36'59" East for a distance of 4.95 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE North 01°23'01" East for a distance of 23.34 feet;

THENCE North 88°36'59" West for a distance of 4.95 feet;

THENCE North 01°23'01" East for a distance of 25.07 feet;

THENCE North 88°50'32" West for a distance of 19.77 feet;

THENCE South 01°07'24" West for a distance of 43.36 feet;

THENCE North 88°53'03" West for a distance of 134.17 feet;

THENCE South 01°04'03" West for a distance of 84.17 feet;

THENCE North 88°56'08" West for a distance of 0.96 feet;

THENCE South 01°05'10" West for a distance of 20.71 feet;

THENCE South 88°54'50" East for a distance of 32.21 feet;

THENCE South 01°07'27" West for a distance of 162.54 feet to the Southwest corner of said building perimeter;

THENCE leaving said perimeter and continuing South 01°07'27" West for a distance of 47.21 feet;

THENCE along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South 39°02'57" East for a chord distance of 84.33 feet through a central angle of 42°14'58" for an arc distance of 86.28 feet with a radial bearing of South 29°49'34" West;

THENCE South 17°55'28" East for a distance of 34.86 feet;

THENCE South 89°07'59" East for a distance of 63.71 feet;

THENCE along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North 46°05'41" East for a chord distance of 10.56 feet through a central angle of 89°32'41" for an arc distance of 11.72 feet;

THENCE North 01°19'20" East for a distance of 130.26 feet;

THENCE along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North 23°31'56" East for a chord distance of 11.34 feet through a central angle of 44°25'12" for an arc distance of 11.63 feet;

THENCE North 45°44'32" East for a distance of 41.45 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North 54°25'05" East for a chord distance of 6.03 feet through a central angle of 17°21'07" for an arc distance of 6.06 feet;

THENCE North 63°05'39" East for a distance of 4.56 feet;

THENCE North 01°16'34" East for a distance of 11.81 feet to the South face of a covered walkway;

THENCE North 88°43'26" West along said South face for a distance of 30.57 feet to said East perimeter of an existing building;

THENCE North 01°10'44" East along said East perimeter for a distance of 32.50 feet to the True Point of Beginning.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, said line being 30.00 feet West of the centerline of N.E. 92nd Avenue and the said East line of the Southeast quarter of Section 29, when measured perpendicular thereto, for a distance of 199.11 feet;

Thence along the arc of 35.00 foot radius curve to the right, the long chord of which bears South $54^{\circ}54'18''$ West, for a chord distance of 56.30 feet, through a central angle of $107^{\circ}04'11''$, for an arc distance of 65.41 feet;

Thence North $71^{\circ}33'36''$ West, along the Northerly Right-of-Way Line of Mill Plain Boulevard, for a distance of 616.22 feet to the West line of Lot 16 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $01^{\circ}24'03''$ East, along said East line, for a distance of 325.35 feet to the Northwest corner of said Lot 16;

EXHIBIT "A"

Thence South $88^{\circ}50'23''$ East, along the North line of said Lot 16, for a distance of 167.62 feet to the West perimeter of an existing building;

Thence South $01^{\circ}07'27''$ West, along said West perimeter and the South extension thereof, for a distance of 66.13 feet;

Thence along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South $39^{\circ}02'57''$ East, for a chord distance of 84.33 feet, through a central angle of $42^{\circ}14'58''$ for an arc distance of 86.28 feet, with a radial bearing of South $29^{\circ}49'34''$ West;

Thence South $17^{\circ}55'28''$ East, for a distance of 34.86 feet;

Thence South $89^{\circ}07'59''$ East, for a distance of 63.71 feet;

Thence along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North $46^{\circ}05'41''$ East, for a chord distance of 10.56 feet, through a central angle of $89^{\circ}32'41''$ for an arc distance of 11.72 feet;

Thence North $01^{\circ}19'20''$ East, for a distance of 130.26 feet;

Thence along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North $23^{\circ}31'56''$ East, for a chord distance of 11.34 feet, through a central angle of $44^{\circ}25'12''$, for an arc distance of 11.63 feet;

Thence North $45^{\circ}44'32''$ East, for a distance of 41.45 feet;

Thence along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North $54^{\circ}25'05''$ East, for a chord distance of 6.03 feet, through a central angle of $17^{\circ}21'07''$, for an arc distance of 6.06 feet;

Thence North $63^{\circ}05'39''$ East, for a distance of 4.56 feet;

Thence North $01^{\circ}16'34''$ East, for a distance of 11.86 feet to the South face of a covered walkway;

Thence South $88^{\circ}50'36''$ East, along said South face, for a distance of 8.98 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 169.70 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 290.65 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}43'26''$ West, for a distance of 290.65 feet;

Thence North $00^{\circ}40'41''$ East, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 5.35 feet;

Thence South $88^{\circ}35'27''$ East, along the West extension, the centerline, and the East extension of a construction joint between two joined parking structures, for a distance of 275.85 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, for a distance of 131.97 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A tract of land, a portion of which is in the John Maney Donation Land Claim and the William Ryan Donation Land Claim, located in the Southwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of said Section 26;

Thence South $01^{\circ}31'26''$ West, along the East line of said Section, for a distance of 2496.95 feet to the Easterly extension of the North Right-of-Way line of Mill Plain Boulevard;

Thence North $88^{\circ}07'35''$ West, along said North Right-of-Way line and its Easterly extension, for a distance of 1979.45 feet to the Southwest corner of Lot 16 of "Portland View", according to the plat thereof recorded in Book "B" of plats at Page 3, records of Clark County, Washington, said corner being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}07'35''$ West, along said North Right-of-Way line, for a distance of 298.59 feet;

Thence North $01^{\circ}31'26''$ East, parallel with the East line of said Section, for a distance of 263.61 feet;

Thence South $88^{\circ}07'35''$ East, for a distance of 298.56 feet to the West line of said "Portland View" Subdivision;

Thence South $01^{\circ}31'05''$ West, along said West line, for a distance of 263.61 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1044.78 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension, and the North face thereof, for a distance of 216.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}50'38''$ West, along said North face, for a distance of 131.43 feet to the East perimeter of an existing building;

Thence the following courses and distances along said perimeter of an existing building:

Thence North $01^{\circ}10'44''$ East, for a distance of 23.43 feet;

Thence North $88^{\circ}43'15''$ West, for a distance of 27.63 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 68.65 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 12.13 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 8.49 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 1.12 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 25.69 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 13.26 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.31 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.27 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.34 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 4.95 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.34 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 4.95 feet;

TAX ACCOUNT # 166210-000

EXHIBIT "A"

Thence North $01^{\circ}23'01''$ East, for a distance of 25.07 feet;

Thence North $88^{\circ}50'32''$ West, for a distance of 19.77 feet;

Thence leaving said perimeter, North $01^{\circ}07'24''$ East, a common line between two existing buildings and the North extension thereof, for a distance of 277.57 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, for a distance of 372.67 feet;

Thence South $50^{\circ}56'59''$ East, for a distance of 78.31 feet;

Thence South $01^{\circ}07'24''$ West, for a distance of 107.51 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166212-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1157.24 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence North $01^{\circ}22'12''$ East, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West-Right-of-Way Line, for a distance of 263.28 feet to the TRUE POINT OF BEGINNING;

TAX ACCOUNT # 166211-001 & 166211-000

EXHIBIT "A"

A PARCEL OF LAND IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE W.M., CLARK COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE NORTH 01° 22' 12" EAST, FOR A DISTANCE OF 1656.77 FEET;
THENCE NORTH 88° 53' 22" WEST ALONG THE SOUTH LINE OF "GLINNHAVEN-2",
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK F OF PLATS AT PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON, AND THE EAST EXTENSION THEREOF,
FOR A DISTANCE OF 256.17 FEET;
THENCE SOUTH 01° 06' 48" WEST, FOR A DISTANCE OF 77.02 FEET TO THE TRUE POINT
OF BEGINNING;
THENCE SOUTH 88° 48' 26" EAST, FOR A DISTANCE OF 34.21 FEET;
THENCE NORTH 01° 14' 14" EAST, FOR A DISTANCE OF 4.89 FEET;
THENCE SOUTH 88° 45' 46" EAST, FOR A DISTANCE OF 8.67 FEET;
THENCE NORTH 01° 06' 48" EAST, FOR A DISTANCE OF 7.46 FEET;
THENCE SOUTH 88° 54' 55" EAST, FOR A DISTANCE OF 39.32 FEET;
THENCE SOUTH 01° 00' 42" WEST, FOR A DISTANCE OF 12.33 FEET;
THENCE SOUTH 89° 04' 39" EAST, FOR A DISTANCE OF 52.79 FEET;
THENCE SOUTH 39° 45' 04" EAST, FOR A DISTANCE OF 2.74 FEET;
THENCE SOUTH 00° 57' 47" WEST, FOR A DISTANCE OF 122.10 FEET;
THENCE NORTH 88° 44' 22" WEST, FOR A DISTANCE OF 56.12 FEET;
THENCE NORTH 44° 56' 09" WEST, FOR A DISTANCE OF 5.05 FEET;
THENCE NORTH 88° 32' 26" WEST, FOR A DISTANCE OF 77.39 FEET;
THENCE NORTH 01° 06' 48" EAST, FOR A DISTANCE OF 119.90 FEET TO THE TRUE POINT
OF BEGINNING.

5950651 AMD

Total Pages: 118 Rec Fee: \$370.50

eRecorded in Clark County, WA 08/17/2021 11:22 AM

SCHWABE WILLIAMSON & WYATT, PC

SIMPLIFILE LC E-RECORDING

RETURN ADDRESS

PeaceHealth, Attn: Jennifer Mair

1115 SE 164th Avenue

Vancouver, WA 98683

Please print neatly or type information

Document Title(s)

First Amendment to and Restatement of Development Agreement Between the
City of Vancouver and PeaceHealth Southwest Medical Center

Reference Number(s) of related documents:

5384086

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

PeaceHealth

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

The City of Vancouver, a Municipal Corporation

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

FIRCREST LOT 10 BLK 1 Exhibit A, pg 1-5; Exhibit B pg 1

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

37916219

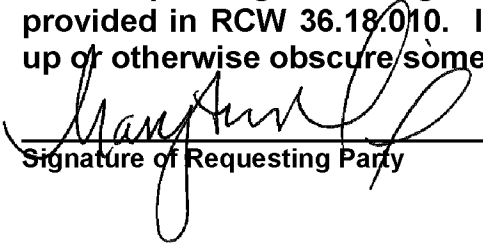
37916127

37916215

Additional parcel #'s on page 11

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

**FIRST AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACEHEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted) Abbreviated Legal: FIRCREST LOT 10 BLK 1; Parcel No. 37916219 (Refer to additional Parcel Numbers on Exhibit A, Page 1 through 5; and Exhibit B, Page 1)

Effective Date: June 15, 2020

Parties: PeaceHealth Southwest Medical Center
 400 NE Mother Joseph Place
 Vancouver WA 98664

 City of Vancouver
 PO Box 1995
 Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, There are six additional properties that PeaceHealth intends to acquire that upon acquisition will become subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504.

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips (provided for in the prior development agreement and 36 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement. For any development or redevelopment that may occur on the Property within 10 years of the effective date of the Development Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the Hearings Examiner Decision dated August 31, 2015.

Section 3. Development Agreement. This agreement is a development agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B. 170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B.170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the effective date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council. "Development Agreement" means the Development Agreement between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of October 10, 2016. "Agreement" means this First Amendment to and Restatement of the Development Agreement.

Section 5. Effective Date, Term, Termination, and Modification. This agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This agreement shall be and remain in force for a period of 10 years from the effective date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B.200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a Prior Development Agreement between the parties dated January 22, 2002 are hereby reinstated as of that termination date and shall be in full force and effect in the 299 Reserved and unused transportation trips provided for in such Prior Development Agreement which shall be and remain vested under this Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the Hearings Examiner Decision dated August 31,

2015. The Hearings Examiner Decision identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the PFMP approval.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Public Facilities Master Plan will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of parcel 37916251)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. The City shall initiate proceedings for vacation of the rights-of-way this Agreement prior to the submittal of Type II site plan review applications for projects included in the PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees (TIFs) that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip (ADT) generation and p.m. peak hour trips from the existing uses on the Property as of the effective date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use. Capacity for the current 335 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the Prior Development Agreement and 36 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 335 shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the effective date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the February 2015 TIA submitted with the PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the master plan therefor shall be controlled by the terms and condition of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040 as of the earlier of the date of any fully complete land use application being processed for approval with the Development Agreement, or October 10, 2016, the effective date of the Development Agreement. "Vesting" shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s)") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effect upon the date of the vesting of the Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under the Development Agreement. This Agreement and the development standards in, and terms of, the Development Agreement govern during the term of the Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effective date of the Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of the Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of the Development Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of the Development Agreement must be consistent with the Development Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, the Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each

and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement is provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. IF this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including

anywhere not within the State of Washington, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may

reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of the agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. This agreement shall be recorded in Clark County real property records for the property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of the Development Agreement shall be for ten (10) years from the effective date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

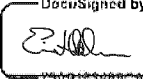
Section 27. Enforcement. This Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Agreement will become effective upon signature by the City, after a public hearing has occurred.

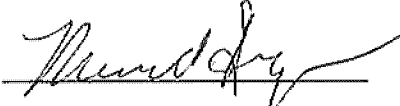
Section 29. Run with the Land. This Agreement shall run with the land and be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

By: 
DocuSigned by:
11/24/2020
Date: 11/24/2020

PeaceHealth:

By: 
Date: 10-1-20

Approved as to Form:

By: 
DocuSigned by:
9/17/2021 9:55:02 PDT 2021

STATE OF WASHINGTON)

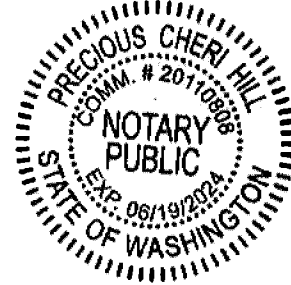
: ss

County of Clark)

I certify that I know or have satisfactory evidence that Michael Dwyer is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ERP Strategy Committee of PeaceHealth to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 1st day of October, 2020

Precious Cheri Hill
 NOTARY PUBLIC FOR WASHINGTON
 My Commission Expires: 06/19/2024



STATE OF WASHINGTON)

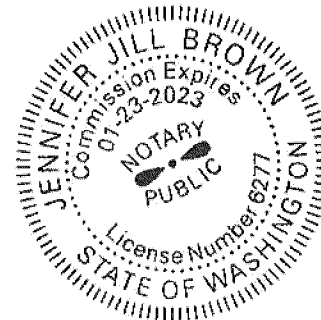
: ss

County of Clark)

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 7th day of December, 2020

Jennifer Jill Brown
 NOTARY PUBLIC FOR WASHINGTON
 My Commission Expires: 1.23.23



This notarial act involved the use of
 communication technology.

EXHIBIT A**[Full Legal Descriptions Attached.]****Currently owned by PeaceHealth:**

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916219	213 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,503	0.2
37916217	219 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,701	0.18
37916215	301 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,450	0.17
37916213	305 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,379	0.17
37916211	311 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,076	0.19
37916209	317 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,385	0.17
37916207	321 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,704	0.18
37916203	409 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,670	0.18
37916201	415 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,938	0.18
37916233	320 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,155	0.19
37916231	314 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,090	0.19
37916229	308 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,897	0.18
37916227	302 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,108	0.19
37916225	222 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,056	0.18
37916261	205 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,143	0.19
37916259	213 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,079	0.19
37916257	219 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,342	0.17
37916255	301 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,881	0.18
37916253	305 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,322	0.17
37916279	402 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,966	0.18
37916275	314 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,919	0.18
37916273	308 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,170	0.19

37916271	302 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,888	0.18
37916269	206 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,769	0.18
37916267	204 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,707	0.18
37916265	202 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,792	0.18
37916263	200 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,693	0.18
111011010	610 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,096	0.19
111011012	616 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,063	0.19
111011014	700 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,043	0.18
111011008	710 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,126	0.19
111011022	717 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,918	0.20
111011020	9106 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,013	0.21
111011034	9107 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,993	0.21
111011036	617 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,554	0.22
111011038	9105 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	11,434	0.26
111011040	9019 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,739	0.18
111011042	9011 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,636	0.18
111011044	9005 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,171	0.19
111011052	9016 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,126	0.23
111011050	704 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,154	0.23
111011048	710 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,161	0.23
111011046	9015 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,145	0.23
111011060	9007 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,152	0.23
111011058	711 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,180	0.23
111011056	705 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,186	0.23
111011054	9008 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,170	0.23
111011074	616 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,192	0.19

111011072	700 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111011070	704 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,214	0.19
111011068	710 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,230	0.19
111011066	718 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,106	0.19
111011064	800 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,324	0.19
111011062	806 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111022066	8915 NE 9TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,191	0.21
111017112	605 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,335	0.21
111017110	9213 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,476	0.22
111017064	521 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,383	0.19
111012112	9204 NE 5TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	6,706	0.15
111017052	9213 NE 6TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,297	0.19
111017050	509 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,578	0.20

Parcels within the original 42-acre hospital campus:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166207000	N/A	PeaceHealth	PF	OCI	49,658	1.14
166206000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166205000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166204000	N/A	PeaceHealth	PF	OCI	55,757	1.28
166208000	N/A	PeaceHealth	PF	OCI	125,888	2.89
166209000	N/A	PeaceHealth	PF	OCI	115,870	2.66
166203000	605 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	80,586	1.85
110840000	400 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	769,270	17.66
110892000/ 986035261	8716 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	38,333	0.88
110893000	8700 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	11,326	0.26
166202000	505 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	48,352	1.11
166202001	N/A	SW WA Health System	PF	OCI	16,988	0.39
166202002	N/A	PMB VANCOUVER	PF	OCI	0	0

166202003	N/A	PMB VANCOUVER	PF	OCI	0	0
166216000	200 NE MOTHER JOSEPH PL, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166216001	N/A	SW WA Health System	PF	OCI	19,166	0.44
166216002	N/A	PMB Vancouver	PF	OCI	0	0
166216003	N/A	PMB Vancouver	PF	OCI	0	0
37916285	300 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	172,062	3.95
37916288	100 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	38,768	0.89
37916341	110 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	51,401	1.18
166210000	600 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	63,162	1.45
166212000	N/A	PeaceHealth	PF	OCI	44,431	1.02
166211000	602 NE 92ND AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166211001	N/A	PMB Vancouver	PF	OCI	0	0

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

**LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916201

415 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916203

409 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916207

321 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916209

317 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916211

311 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916213

305 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916215

301 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916217

219 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916219

213 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916225

222 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916227

302 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 14, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916229

308 NE 93RD AVE,
ANCOUVER, WA 98664

EXHIBIT "A"

LOT 15, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916231

314 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916233

320 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916253

305 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916255

301 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

**LOT 8, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916257

219 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916259

213 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916261

205 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916263

200 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "P" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916265

202 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916267

204 NE 94TH AVE
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916269

206 NE 94TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 15, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916271

302 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916273

308 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916275

314 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916279

402 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011008

710 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 1, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011010

610 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011012

616 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011014

700 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011020

9106 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011022

717 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011034

9107 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011036

617 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011038

9105 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011040

9019 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011042

9011 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011044

9005 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011046

9015 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011048

710 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011050

704 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011052

9016 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011054

9008 NE 7TH ST
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011056

705 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011058

711 NE 90TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011060

9007 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011062

806 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011064

800 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011066

718 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011068

710 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011070

704 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 5, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011072

700 NE 90TH AVE,
ANCOUVER, 98664

EXHIBIT "A"

LOT 6, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011074

616 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 7, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111012112

9204 NE 5TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

PROPERTY ID# 111017050

509 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017052

9213 NE 6TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017064

521 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017110

9213 NE 7TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 13, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017112

605 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111022066

8915 NE 9TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 9, CRYSTAL COUR #2, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "G" OF PLATS, PAGE 269,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166207000

#94 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29,
Township 2 North, Range 2 East, Willamette Meridian, Clark County,
Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a
distance of 1003.37 feet to the East extension of the North line of Lot 17
of "NORELIUS ORCHARD TRACTS", according to the plat there of
recorded in Book "C" of Plats at Page 79, records of Clark County, Wash-
ington;

Thence North 88°48'40" West, along said East extension and the North
line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-
Way line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a
distance of 1349.90 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way
line for a distance of 119.65 feet;

Thence South 88°52'32" East, for a distance of 299.40 feet;

Thence South 01°17'30" West, for a distance of 119.65 feet;

Thence North 88°52'32" West, for a distance of 299.39 feet to the TRUE
POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166204000

#91 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North 88°48'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South 88°52'32" East, for a distance of 299.38 feet;

Thence South 01°17'30" West, for a distance of 186.49 feet;

Thence North 88°52'32" West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166205000

#92 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North 88°48'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South 88°52'32" East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North 88°52'32" West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X	
Seller	Date

X _____
Purchaser Date

X	
Seller	Date

X	
Purchaser	Date

PROPERTY ID# 166206000

#93 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1230.25 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 119.65 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.39 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 119.65 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.38 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166208000

#95 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, the South line and the West extension thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2";

Thence North $01^{\circ}17'30''$ East, along the West line of said "GLENNHAVEN-2", for a distance of 391.60 feet, said point being the TRUE POINT OF BEGINNING;

Thence North $88^{\circ}52'32''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "CRYSTAL COURT-2", according to the plat thereof recorded in Book "G" of Plats, at page 269, records of Clark County, Washington;

Thence South $01^{\circ}17'30''$ West, along said West line and the West line of said "GLENNHAVEN-2" for a distance of 425.79 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166209000

#96 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North 88°53'22" West, along said East extension, and the South line thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2", said point being the TRUE POINT OF BEGINNING;

Thence continuing North 88°53'22" West, for a distance of 296.00 feet;

Thence North 01°17'30" East, for a distance of 391.67 feet;

Thence South 88°52'32" East, for a distance of 296.00 feet to the West line of "said "GLENNHAVEN-2";

Thence South 01°17'30" West, along said West line, for a distance of 391.60 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166203000

605 NE 87TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North 88°48'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 606.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way Line, for a distance of 367.00 feet;

Thence South 88°52'32" East, for a distance of 265.43 feet to the North extension of the East face of an existing parking structure;

Thence South 01°12'26" West, along the North extension, the East face, and the South extension of said parking structure, for a distance of 232.76 feet to the East extension of the South face of said parking structure;

Thence North 88°38'05" West, along said East extension and the South face, for a distance of 27.57 feet to an angle point in said parking structure;

Thence South 01°13'59" West, along the East face of said parking structure, for a distance of 15.87 feet to the Southeast corner of said parking structure;

Thence North 88°49'39" West, along the South face of said parking structure, for a distance of 82.33 feet to an angle point in said South face;

Thence South 01°13'59" West, along the face of said parking structure, for a distance of 9.02 feet;

Thence North 89°36'56" West, along said South face and the Westerly extension thereof, for a distance of 31.72 feet;

Thence South 02°16'51" West, for a distance of 109.19 feet;

Thence North 88°51'06" West, for a distance of 122.26 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 110840-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN", according to the plat thereof recorded in Book F of Plats at Page 156, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, for a distance of 30.00 feet to the Southeast corner of said "GLENNHAVEN", said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along the West Right-of-Way Line of N.E. 92nd Avenue, for a distance of 236.11 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence South $01^{\circ}22'12''$ West, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line for a distance of 112.57 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension and the North face thereof, for a distance of 186.12 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 107.51 feet;

Thence North $50^{\circ}56'59''$ West, for a distance of 78.31 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 372.67 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, along the common line between two existing buildings and the North extension thereof, for a distance of 320.93 feet to an angle point in the North perimeter line of an existing building known as the Physicians Building;

Thence the following courses and distances along said perimeter of the Physicians Building;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence North $88^{\circ}53'03''$ West, for a distance of 134.17 feet;

Thence South $01^{\circ}04'03''$ West, for a distance of 84.17 feet;

Thence North $88^{\circ}56'08''$ West, for a distance of 0.96 feet;

Thence South $01^{\circ}05'10''$ West, for a distance of 20.71 feet;

Thence South $88^{\circ}54'50''$ East, for a distance of 32.21 feet;

Thence South $01^{\circ}07'27''$ West, for a distance of 143.62 feet to the North line of Lot 16 of "NORELIUS ORCHARD TRACTS" according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence leaving said perimeter North $88^{\circ}50'23''$ West, along said North line for a distance of 167.62 feet to the Northwest corner of said Lot 16;

Thence South $01^{\circ}24'03''$ West, along the West line of said Lot 16, for a distance of 335.81 feet to the Northerly Right-of-Way Line of Mill Plain Boulevard;

Thence North $71^{\circ}33'36''$ West, along said Northerly Right-of-Way Line, for a distance of 166.85 feet;

Thence along said Northerly Right-of-Way Line, along the arc of a 1477.39 foot radius curve to the left, the long chord of which bears North $75^{\circ}11'47''$ West, for a chord distance of 187.40 feet, through a central angle of $07^{\circ}16'21''$, for an arc distance of 187.52 feet;

Thence North $78^{\circ}49'57''$ West, along said Northerly Right-of-Way Line, for a distance of 62.47 feet to the West line of that certain tract of land conveyed to Chrysler Realty Corporation by Statutory Warranty Deed, recording under Auditor's File No. G612905, records of Clark County, Washington;

Thence North $02^{\circ}07'51''$ East, along said West line, for a distance of 231.34 feet to the Northwest corner of said Chrysler Realty Corporation tract;

Thence North $88^{\circ}49'40''$ West, along the North line of Lot 17 of said "NORELIUS ORCHARD TRACTS", for a distance of 234.36 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 353.07 feet;

Thence South $88^{\circ}51'28''$ East, for a distance of 24.41 feet;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence North $00^{\circ}43'10''$ East, for a distance of 34.85 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears North $44^{\circ}31'20''$ West, for a chord distance of 4.26 feet, through a central angle of $90^{\circ}29'13''$, for an arc distance of 4.74 feet;

Thence North $89^{\circ}45'56''$ West, for a distance of 6.17 feet;

Thence North $00^{\circ}57'48''$ East, for a distance of 24.73 feet;

Thence South $89^{\circ}24'10''$ East, for a distance of 4.67 feet;

Thence North $00^{\circ}58'37''$ East, for a distance of 15.86 feet;

Thence South $88^{\circ}51'06''$ East, for a distance of 128.47 feet;

Thence South $01^{\circ}55'21''$ East, for a distance of 11.24 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears South $68^{\circ}09'25''$ East, for a chord distance of 5.49 feet, through a central angle of $132^{\circ}28'14''$, for an arc distance of 6.94 feet;

Thence North $45^{\circ}36'28''$ East, for a distance of 3.46 feet;

Thence South $01^{\circ}03'45''$ West, for a distance of 35.73 feet;

Thence South $89^{\circ}00'54''$ East, for a distance of 45.69 feet;

Thence North $01^{\circ}20'04''$ East, for a distance of 38.13 feet;

Thence South $67^{\circ}40'30''$ East, for a distance of 16.15 feet;

Thence North $89^{\circ}34'18''$ East, for a distance of 36.55 feet;

Thence along the arc of 6.00 foot radius curve to the left, the long chord of which bears North $43^{\circ}54'56''$ East, for a chord distance of 8.58 feet, through a central angle of $91^{\circ}18'41''$ for an arc distance of 9.56 feet;

Thence North $01^{\circ}44'25''$ West, for a distance of 71.02 feet;

Thence North $01^{\circ}11'34''$ East, for a distance of 245.47 feet to the East extension of the South face of an existing parking structure;

Thence South $88^{\circ}38'05''$ East, along said East extension for a distance of 10.69 feet

TAX ACCOUNT # 110840-000

EXHIBIT "A"

to the South extension of the East face of said parking structure;

Thence North $01^{\circ}12'26''$ East, along said South extension of the East face and the North extension thereof, for a distance of 232.76 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 265.43 feet to said East Right-of-Way Line;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 70.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.37 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet to the Southeast corner of that certain tract of land conveyed to Medical Center Physicians Building, LLC, recorded under Auditor's File No. 3321872, records of Clark County, Washington;

Thence South $88^{\circ}52'32''$ East, for a distance of 39.90 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 817.46 feet to the West extension of the South line of "GLENNHAVEN-2", according to the plat thereof recorded in Book "F" of Plats of Page 167, records of Clark County, Washington;

Thence South $88^{\circ}53'22''$ East, along said West extension, the South line and the East extension thereof, for a distance of 930.68 feet to the TRUE POINT OF BEGINNING.

Except "PARCEL 11 ADMINISTRATION BUILDING", a parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet;

Thence North $88^{\circ}53'22''$ West, along the South line of "GLENNHAVEN - 2", according to the plat thereof recorded in Book F of Plats at Page 167, records of Clark County, Washington, and the East extension thereof, for a distance of 256.17 feet;

Thence South $01^{\circ}06'48''$ West, for a distance of 77.02 feet to the TRUE POINT OF BEGINNING;

Thence South $88^{\circ}48'26''$ East, for a distance of 34.21 feet;

Thence North $01^{\circ}14'14''$ East, for a distance of 4.89 feet;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence South $88^{\circ}45'46''$ East, for a distance of 8.67 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 7.46 feet;
Thence South $88^{\circ}54'55''$ East, for a distance of 39.32 feet;
Thence South $01^{\circ}00'42''$ West, for a distance of 12.33 feet;
Thence South $89^{\circ}04'39''$ East, for a distance of 52.79 feet;
Thence South $39^{\circ}45'04''$ East, for a distance of 2.74 feet;
Thence South $00^{\circ}57'47''$ West, for a distance of 122.10 feet;
Thence North $88^{\circ}44'22''$ West, for a distance of 56.12 feet;
Thence North $44^{\circ}56'09''$ West, for a distance of 5.05 feet;
Thence North $88^{\circ}32'26''$ West, for a distance of 77.39 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 119.90 feet to the TRUE POINT
OF BEGINNING.

TAX ACCOUNT # 110892-000

8716 E MILL PLAIN BLVD
VANCOUVER, WA

EXHIBIT "A"

That portion of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch Iron pipe on the North line of said Lot 17, which bears South 89°43'19" West 400.34 feet from the Northeast corner of said Lot 17; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°43'19" West along said North line 244.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°09'50" East along said East line of 87th Avenue 188.86 feet to the Northerly line of Mill Plain Boulevard as conveyed to Clark County, Washington, by deed recorded under Auditor's File No. G534112; thence South 80°18'59" East 244.66 feet along said right-of-way line to a point in a line drawn South 0°38'17" West from the point of beginning; thence North 0°38'17" East 231 feet to the point of beginning.

EXCEPT the South 110 feet of the West 140.00 feet thereof, as measured along and drawn parallel to the South and West lines thereof.

FURTHER EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 8001240100

TAX ACCOUNT # 110893000

8700 E MILL PLAIN BLVD
VANCOUVER, WA 98664

EXHIBIT "A"

The South 140.00 feet of the West 129.85 feet as measured along the South and West lines of that portion of Lot 17, "Norelius Orchard Tracts", according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°55'07" West 400.34 feet from the Northeast corner thereof; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°55'07" West along said North line 234.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°04'34" West along said right-of-way line of Mill Plain Boulevard; thence South 80°02'44" East along said right-of-way line 234.75 feet to a 1/2 inch iron pipe at the Southwest corner of the aforementioned Chrysler Realty Corporation tract; thence North 00°53'54" East 231.54 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 800124101.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.39 feet to the East extension of the North line of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Book "C" of plats, page 79, records of Clark County, Washington;

THENCE North 88°49'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East right of way line of NE 87th Avenue;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 353.07 feet to the TRUE POINT OF BEGINNING;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 253.69 feet;

THENCE South 88°51'06" East, for a distance of 122.26 feet;

THENCE North 02°16'51" East, for a distance of 109.19 feet to the West extension of the South face of an existing parking structure;

THENCE South 89°36'56" East, along said West extension and said South face, for a distance of 31.72 feet to an angle point in said South face;

THENCE North 01°13'59" East, along said parking structure face, for a distance of 9.02 feet to an angle point in said South face;

THENCE South 88°49'39" East, along said South face, for a distance of 82.33 feet to the Southeast corner of said parking structure;

THENCE North 01°13'59" East, along the East face of said parking structure, for a distance of 15.87 feet to an angle point in said East face;

THENCE South 88°38'05" East, along said South face and the East extension thereof, for a distance of 16.89 feet;

THENCE South 01°11'34" West, for a distance of 245.47 feet;

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

THENCE South 01°44'25" East, for a distance of 71.02 feet;

THENCE along the arc of a 6.00 foot radius curve to the right, the long chord of which bears South 43°54'56" West, for a chord distance of 8.58 feet, through a central angle of 91°18'41", for an arc distance of 9.56 feet;

THENCE South 89°34'18" West, for a distance of 36.55 feet;

THENCE North 67°40'30" West, for a distance of 16.15 feet;

THENCE South 01°20'04" West, for a distance of 38.13 feet;

THENCE North 89°00'54" West, for a distance of 45.69 feet;

THENCE North 01°03'45" East, for a distance of 35.73 feet;

THENCE South 45°36'28" West, for a distance of 3.46 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears North 68°09'25" West, for a chord distance of 5.49 feet, through a central angle of 132°28'14", for an arc distance of 6.94 feet;

THENCE North 01°55'21" West, for a distance of 11.24 feet;

THENCE North 88°51'06" West, for a distance of 128.47 feet;

THENCE South 00°58'37" West, for a distance of 15.86 feet;

THENCE North 89°24'10" West, for a distance of 4.67 feet;

THENCE South 00°57'48" West, for a distance of 24.73 feet;

THENCE South 89°45'56" East, for a distance of 6.17 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears South 44°31'20" East, for a chord distance of 4.26 feet, through a central angle of 90°29'13", for an arc distance of 4.74 feet;

THENCE South 00°43'10" West, for a distance of 34.85 feet;

THENCE North 88°51'28" West, for a distance of 24.41 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1067.47 feet;

THENCE North 88°43'15" West for a distance of 347.62 feet to the angle point in the East perimeter of an existing building, said point being the True Point of Beginning;

THENCE the following courses and distances along said perimeter of an existing building:

THENCE continuing North 88°43'15" West for a distance of 27.63 feet;

THENCE North 01°23'01" East for a distance of 68.65 feet;

THENCE South 88°36'59" East for a distance of 12.13 feet;

THENCE North 01°23'01" East for a distance of 8.49 feet;

THENCE South 88°36'59" East for a distance of 1.12 feet;

THENCE North 01°23'01" East for a distance of 25.69 feet;

THENCE North 88°36'59" West for a distance of 13.26 feet;

THENCE North 01°23'01" East for a distance of 26.31 feet;

THENCE South 88°36'59" East for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 23.27 feet;

THENCE North 88°36'59" West for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 26.34 feet;

THENCE South 88°36'59" East for a distance of 4.95 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE North 01°23'01" East for a distance of 23.34 feet;

THENCE North 88°36'59" West for a distance of 4.95 feet;

THENCE North 01°23'01" East for a distance of 25.07 feet;

THENCE North 88°50'32" West for a distance of 19.77 feet;

THENCE South 01°07'24" West for a distance of 43.36 feet;

THENCE North 88°53'03" West for a distance of 134.17 feet;

THENCE South 01°04'03" West for a distance of 84.17 feet;

THENCE North 88°56'08" West for a distance of 0.96 feet;

THENCE South 01°05'10" West for a distance of 20.71 feet;

THENCE South 88°54'50" East for a distance of 32.21 feet;

THENCE South 01°07'27" West for a distance of 162.54 feet to the Southwest corner of said building perimeter;

THENCE leaving said perimeter and continuing South 01°07'27" West for a distance of 47.21 feet;

THENCE along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South 39°02'57" East for a chord distance of 84.33 feet through a central angle of 42°14'58" for an arc distance of 86.28 feet with a radial bearing of South 29°49'34" West;

THENCE South 17°55'28" East for a distance of 34.86 feet;

THENCE South 89°07'59" East for a distance of 63.71 feet;

THENCE along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North 46°05'41" East for a chord distance of 10.56 feet through a central angle of 89°32'41" for an arc distance of 11.72 feet;

THENCE North 01°19'20" East for a distance of 130.26 feet;

THENCE along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North 23°31'56" East for a chord distance of 11.34 feet through a central angle of 44°25'12" for an arc distance of 11.63 feet;

THENCE North 45°44'32" East for a distance of 41.45 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North $54^{\circ}25'05''$ East for a chord distance of 6.03 feet through a central angle of $17^{\circ}21'07''$ for an arc distance of 6.06 feet;

THENCE North $63^{\circ}05'39''$ East for a distance of 4.56 feet;

THENCE North $01^{\circ}16'34''$ East for a distance of 11.81 feet to the South face of a covered walkway;

THENCE North $88^{\circ}43'26''$ West along said South face for a distance of 30.57 feet to said East perimeter of an existing building;

THENCE North $01^{\circ}10'44''$ East along said East perimeter for a distance of 32.50 feet to the True Point of Beginning.

TAX ACCOUNT # 037916-285

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, said line being 30.00 feet West of the centerline of N.E. 92nd Avenue and the said East line of the Southeast quarter of Section 29, when measured perpendicular thereto, for a distance of 199.11 feet;

Thence along the arc of 35.00 foot radius curve to the right, the long chord of which bears South $54^{\circ}54'18''$ West, for a chord distance of 56.30 feet, through a central angle of $107^{\circ}04'11''$, for an arc distance of 65.41 feet;

Thence North $71^{\circ}33'36''$ West, along the Northerly Right-of-Way Line of Mill Plain Boulevard, for a distance of 616.22 feet to the West line of Lot 16 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $01^{\circ}24'03''$ East, along said East line, for a distance of 325.35 feet to the Northwest corner of said Lot 16;

TAX ACCOUNT # 037916-285

EXHIBIT "A"

Thence South $88^{\circ}50'23''$ East, along the North line of said Lot 16, for a distance of 167.62 feet to the West perimeter of an existing building;

Thence South $01^{\circ}07'27''$ West, along said West perimeter and the South extension thereof, for a distance of 66.13 feet;

Thence along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South $39^{\circ}02'57''$ East, for a chord distance of 84.33 feet, through a central angle of $42^{\circ}14'58''$ for an arc distance of 86.28 feet, with a radial bearing of South $29^{\circ}49'34''$ West;

Thence South $17^{\circ}55'28''$ East, for a distance of 34.86 feet;

Thence South $89^{\circ}07'59''$ East, for a distance of 63.71 feet;

Thence along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North $46^{\circ}05'41''$ East, for a chord distance of 10.56 feet, through a central angle of $89^{\circ}32'41''$ for an arc distance of 11.72 feet;

Thence North $01^{\circ}19'20''$ East, for a distance of 130.26 feet;

Thence along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North $23^{\circ}31'56''$ East, for a chord distance of 11.34 feet, through a central angle of $44^{\circ}25'12''$, for an arc distance of 11.63 feet;

Thence North $45^{\circ}44'32''$ East, for a distance of 41.45 feet;

Thence along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North $54^{\circ}25'05''$ East, for a chord distance of 6.03 feet, through a central angle of $17^{\circ}21'07''$, for an arc distance of 6.06 feet;

Thence North $63^{\circ}05'39''$ East, for a distance of 4.56 feet;

Thence North $01^{\circ}16'34''$ East, for a distance of 11.86 feet to the South face of a covered walkway;

Thence South $88^{\circ}50'36''$ East, along said South face, for a distance of 8.98 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 169.70 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 290.65 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 037916-288

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}43'26''$ West, for a distance of 290.65 feet;

Thence North $00^{\circ}40'41''$ East, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 5.35 feet;

Thence South $88^{\circ}35'27''$ East, along the West extension, the centerline, and the East extension of a construction joint between two joined parking structures, for a distance of 275.85 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, for a distance of 131.97 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 037916-341

EXHIBIT "A"

A tract of land, a portion of which is in the John Maney Donation Land Claim and the William Ryan Donation Land Claim, located in the Southwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of said Section 26;

Thence South $01^{\circ}31'26''$ West, along the East line of said Section, for a distance of 2496.95 feet to the Easterly extension of the North Right-of-Way line of Mill Plain Boulevard;

Thence North $88^{\circ}07'35''$ West, along said North Right-of-Way line and its Easterly extension, for a distance of 1979.45 feet to the Southwest corner of Lot 16 of "Portland View", according to the plat thereof recorded in Book "B" of plats at Page 3, records of Clark County, Washington, said corner being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}07'35''$ West, along said North Right-of-Way line, for a distance of 298.59 feet;

Thence North $01^{\circ}31'26''$ East, parallel with the East line of said Section, for a distance of 263.61 feet;

Thence South $88^{\circ}07'35''$ East, for a distance of 298.56 feet to the West line of said "Portland View" Subdivision;

Thence South $01^{\circ}31'05''$ West, along said West line, for a distance of 263.61 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166210-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1044.78 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension, and the North face thereof, for a distance of 216.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}50'38''$ West, along said North face, for a distance of 131.43 feet to the East perimeter of an existing building;

Thence the following courses and distances along said perimeter of an existing building:

Thence North $01^{\circ}10'44''$ East, for a distance of 23.43 feet;

Thence North $88^{\circ}43'15''$ West, for a distance of 27.63 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 68.65 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 12.13 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 8.49 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 1.12 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 25.69 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 13.26 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.31 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.27 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.34 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 4.95 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.34 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 4.95 feet;

TAX ACCOUNT # 166210-000

EXHIBIT "A"

Thence North 01°23'01" East, for a distance of 25.07 feet;

Thence North 88°50'32" West, for a distance of 19.77 feet;

Thence leaving said perimeter, North 01°07'24" East, a common line between two existing buildings and the North extension thereof, for a distance of 277.57 feet;

Thence South 88°52'32" East, for a distance of 116.01 feet;

Thence South 01°07'24" West, for a distance of 372.67 feet;

Thence South 50°56'59" East, for a distance of 78.31 feet;

Thence South 01°07'24" West, for a distance of 107.51 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166212-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1157.24 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence North $01^{\circ}22'12''$ East, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West-Right-of-Way Line, for a distance of 263.28 feet to the TRUE POINT OF BEGINNING;

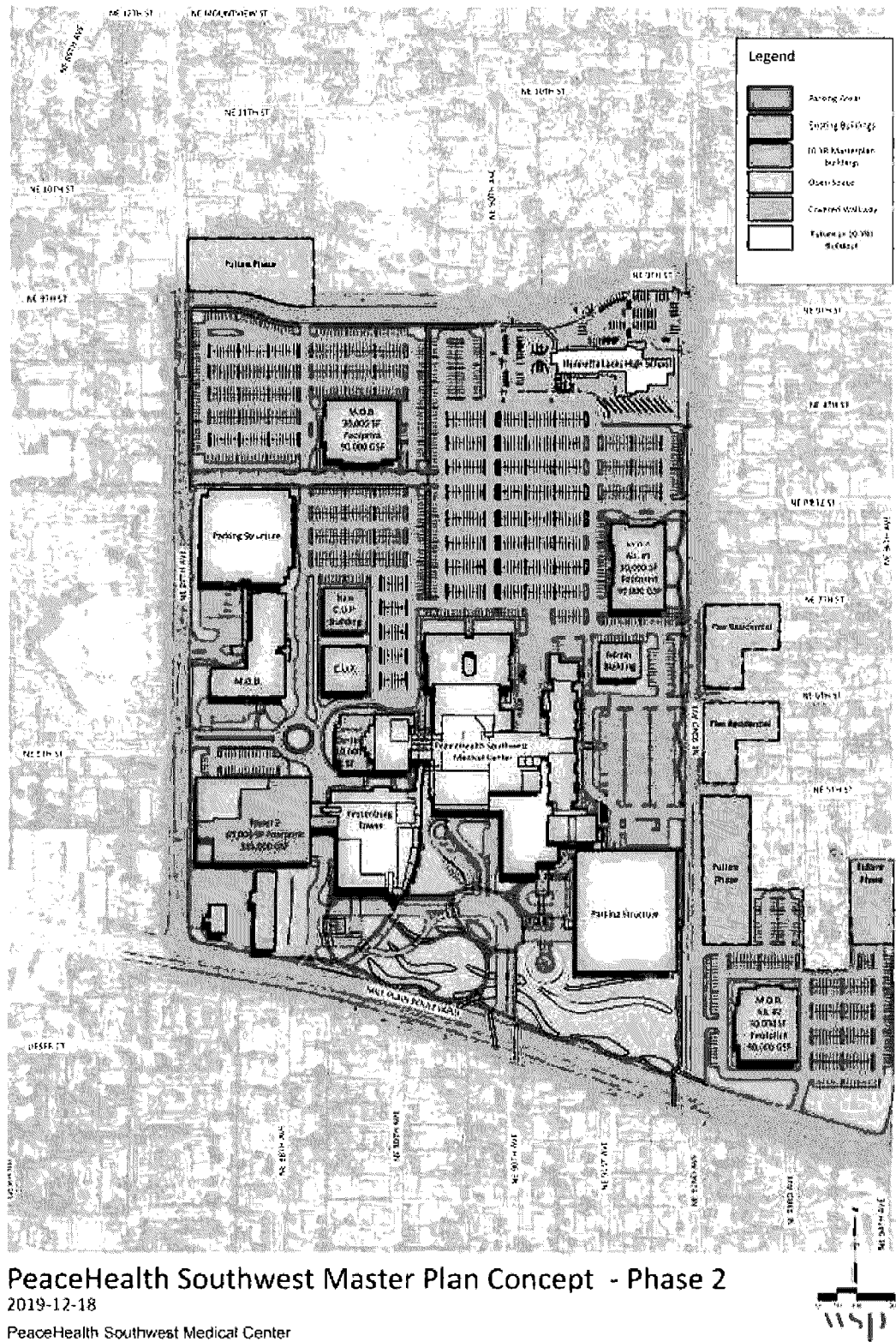
TAX ACCOUNT # 166211-001 & 166211-000

EXHIBIT "A"

A PARCEL OF LAND IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE W.M., CLARK COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE NORTH $01^{\circ} 22' 12''$ EAST, FOR A DISTANCE OF 1656.77 FEET;
THENCE NORTH $88^{\circ} 53' 22''$ WEST ALONG THE SOUTH LINE OF "GLENNHAVEN-2",
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK F OF PLATS AT PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON, AND THE EAST EXTENSION THEREOF,
FOR A DISTANCE OF 256.17 FEET;
THENCE SOUTH $01^{\circ} 06' 48''$ WEST, FOR A DISTANCE OF 77.02 FEET TO THE TRUE POINT
OF BEGINNING;
THENCE SOUTH $88^{\circ} 48' 26''$ EAST, FOR A DISTANCE OF 34.21 FEET;
THENCE NORTH $01^{\circ} 14' 14''$ EAST, FOR A DISTANCE OF 4.89 FEET;
THENCE SOUTH $88^{\circ} 45' 46''$ EAST, FOR A DISTANCE OF 8.67 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 7.46 FEET;
THENCE SOUTH $88^{\circ} 54' 55''$ EAST, FOR A DISTANCE OF 39.32 FEET;
THENCE SOUTH $01^{\circ} 00' 42''$ WEST, FOR A DISTANCE OF 12.33 FEET;
THENCE SOUTH $89^{\circ} 04' 39''$ EAST, FOR A DISTANCE OF 52.79 FEET;
THENCE SOUTH $39^{\circ} 45' 04''$ EAST, FOR A DISTANCE OF 2.74 FEET;
THENCE SOUTH $00^{\circ} 57' 47''$ WEST, FOR A DISTANCE OF 122.10 FEET;
THENCE NORTH $88^{\circ} 44' 22''$ WEST, FOR A DISTANCE OF 56.12 FEET;
THENCE NORTH $44^{\circ} 56' 09''$ WEST, FOR A DISTANCE OF 5.05 FEET;
THENCE NORTH $88^{\circ} 32' 26''$ WEST, FOR A DISTANCE OF 77.39 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 119.90 FEET TO THE TRUE POINT
OF BEGINNING.

EXHIBIT A2



(EXHIBIT A2 – Page 1 of 1)

EXHIBIT B

Properties to be Acquired

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916205	403 NE 92ND AVE, VANCOUVER, 98664	Ronald and Virginia Oliver	PF	OCI	7,676	0.18
37916223	216 NE 93RD AVE, VANCOUVER, 98664	Nancy A. Bruley	PF	OCI	8,175	0.19
37916221	210 NE 93RD AVE, VANCOUVER, 98664	Mary Bergeron	PF	OCI	7,521	0.17
37916277	320 NE 94TH AVE, VANCOUVER, 98664	Zoe M. Carlile	PF	OCI	7,929	0.18
111011006	716 NE 92ND AVE, VANCOUVER, 98664	Mary Brosius	PF	OCI	7,934	0.18
111011076	610 NE 90TH AVE, VANCOUVER, 98664	Beverlee Miller, Trustee	PF	OCI	9,363	0.21
Total					48,598	1.11

EXHIBIT B-1

EXHIBIT B

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date
<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date

EXHIBIT B

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date
<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date

EXHIBIT B

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

B-7