CITY OF Vancouver WASHINGTON

Vancouver City Council

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

City Council Meeting Agenda
August 19, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available), CVTV cable channels 23 / HD 323, and on the City's Facebook page.

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. August 19, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on August 19, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on August 19, 2024.

Visit the city's website for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

6:00 P.M.: Council Dinner / Administrative Updates

6:30 P.M.: Regular Council Meeting

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - June 3, 2024

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.) This includes the option to testify about Workshops. 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 combined.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. **Bid Award - Water Towers 5 & 6 Coating Replacements ITB 24-37**
   Staff Report: 155-24

   Request: On August 19, 2024, award a construction contract for the Water Tower 5 Internal and Water Tower 6 Partial External Coating Replacements project to the lowest responsive and responsible bidder, FD Thomas, Inc. of Central Point, Oregon at their bid price of $1,558,768.87, which includes Washington State sales tax; and authorize the City Manager, or designee, to execute the same.

   Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

2. **Piggyback Contract - Washington State contract #04616 for Purchase of Traffic Signal Equipment and Services**
   Staff Report: 156-24

   Request: Authorize the City Manager, or designee, to approve purchases under Washington State contract #04616 for the life of the contract with CT Northwest (Kar-Gor, Inc.), and Western Systems, Inc.

   Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

3. **Award of Contract - Makers Architecture and Urban Design, LLC per RFQ #31-24 Long Range Facilities Plan**
   Staff Report: 157-24

   Request: Authorize the City Manager, or designee, to execute the contract in the amount of $399,949 with Makers Architecture and Urban Design, LLC to develop a Long-Range Facilities Plan and take any and all action necessary to enforce the terms thereof.

   Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

4. **Interlocal Agreement - City of Vancouver and Clark County for GIS Data Sharing and Related Services**
   Staff Report: 158-24

   Request: Authorize the City Manager, or designee, to execute the Interlocal Agreement for GIS data and services with Clark County, which will supersede prior GIS-related agreements with Clark County.

Amandeep Singh, GIS and Data Manager, Aman.Singh@cityofvancouver.us

5. Interagency Agreement - The City of Vancouver and the Evergreen School District to Provide Law Enforcement Services at District Events
Staff Report: 159-24

Request: Authorize the City Manager, or designee, to execute the Interagency Agreement Between the City of Vancouver and the Evergreen School District Relating to Law Enforcement Services Provided at Special Events.

Daphine Harris, Finance and Logistics Supervisor, Jeff Mori, Police Chief, daphine.harris@cityofvancouver.us, jeff.mori@cityofvancouver.us

6. Interagency Agreement - The City of Vancouver and Washington Traffic Safety Commission to Provide Funding for the Traffic Safety Grant Phlebotomy Program
Staff Report: 160-24

Request: Authorize the City Manager, or designee, to execute an interagency agreement with Washington Traffic Safety Commission to provide overtime reimbursement, certifications, and equipment to support the Phlebotomy Program.

Daphine Harris, Finance and Logistics Supervisor, daphine.harris@cityofvancouver.us

7. 2024 Washington State Criminal Justice Training Commission Wellness Grant
Staff Report: 161-24

Request: Authorize the City Manager, or designee, to approve the 2024 Washington State Criminal Justice Training Commission Wellness Grant.

Daphine Harris, Finance and Logistics Supervisor, daphine.harris@cityofvancouver.us

8. Resolution Establishing the Reduction of the Posted Speed Limit on SE 34th Street
Staff Report: 162-24

Request: Adopt a resolution establishing a speed limit of 30 MPH on SE 34th Street from SE 164nd Avenue to the east Vancouver city limits.

Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

9. Cuture, Arts and Heritage Commission Appointment

Request: Appointment of Rosalinda Mendoza to the Culture, Arts and Heritage Commission for a term beginning immediately and expiring December 31, 2026.

Council Subcommittee 1

10. Approval of Claim Vouchers

Request: Approve claim vouchers for August 12, 2024.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

11. Rezone and Critical Area Permit for 19th Street Terrace Subdivision
Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Request: On Monday, August 19, 2024, following a public hearing, approve the ordinance.

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Emergency Response Update #9

Association of Washington Cities Legislative Priorities

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Minutes - June 3, 2024

Action Requested
Approve the meeting minutes for June 3, 2024.

Attachments:
1. June 3, 2024 Meeting Minutes

City Council Meeting Minutes

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

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

June 3, 2024

WORKSHOPS: 4:30-6:00 p.m.
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/36509?startStreamAt=0&stopStreamAt=3276

Transportation Improvement Program Updates
(Approximately 1 Hour)

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

Summary
Staff led Council through a discussion of the Transportation Improvement Program Updates.

Councilmembers Stober, Paulsen and Fox were absent from the workshop.

Transportation Demand Management Programs Update
(Approximately 30 minutes, to immediately follow previous workshop)

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Olivia Kahn, Transportation Demand Management Coordinator, 360-487-7939

Summary
Staff led Council through a discussion of the Transportation Demand Management Programs Update.

Councilmembers Stober, Paulsen and Fox were absent from the workshop.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00-6:30 P.M.)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36511?startStreamAt=0&stopStreamAt=2113 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, Hansen, and Mayor McEnerny-Ogle

Absent: Councilmembers Stober, Paulsen and Fox

Motion by Councilmember Hansen, seconded by Councilmember Perez, and approved unanimously to excuse Councilmembers Stober, Paulsen and Fox.

Approval of Minutes

Minutes - May 13, 2024

Motion by Councilmember Perez, seconded by Councilmember Harless, and carried unanimously to approve the meeting minutes of May 13, 2024.

Proclamations: Ride Transit Month; Pride Month

Mayor McEnerny-Ogle read and presented a proclamation to Terah Ebie, Co-organizer of Vancouver's Pride Block Party and board member at QYRC, proclaiming June 2024, as Pride Month.

Mayor McEnerny-Ogle read and presented a proclamation to Leann Caver, Chief Operating Officer of C-Tran, proclaiming June 2024, as Ride Transit Month.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-6)

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

1. Piggyback Contract - Northwest Playground Equipment Inc Extension

Staff Report: 101-24

KCDA is a cooperative purchasing program for public agencies in

Washington. The City has established a contract through this program and used it to purchase play equipment for parks including Nikkei, Esther Short, Marshall, and VanVleet. The current contract spending threshold of $300,000 will be exceeded on the next project. We are asking that this contract be amended for purchases and installation to be made according to the department's current authorized budget in place of setting a new spending threshold. In keeping with Parks' effort to streamline purchases, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Request: Authorize the City Manager, or their designee, to approve purchases under KCDA Contract #22-315 for purchase and installation of play equipment, matting & surfacing, and site amenities for the life of the contract up to the current authorized budget.

Dave Perlick, Parks and Recreation Director, 360-487-8314

Motion approved the request.

2. **Sewer Easement with Clark Regional Wastewater District**

Staff Report: 102-24

The City of Vancouver currently owns 38 acres located at 12601 NE 72nd Avenue. This property was purchased in 1999 by Vancouver fire district #5 and Vancouver-Clark Parks & Recreation for the construction of a fire station and for park purposes.

In 2007 City of Vancouver Fire Station #7 was constructed on the five acres that are adjacent to NE 72nd Avenue, which left the remaining 33 acres of the property for future park development. In May of 2013, the City conveyed an easement for "park purposes" to Clark County over the eastern 33 acres of the property. Clark County has recently delayed the development of the Curtin Creek Community Park on a portion of the remaining 33 acres; however, Clark Regional Wastewater District desires to continue with their Curtin Creek Trunk Project.

The purpose of this easement is to allow Clark Regional Wastewater District to install sewer facilities which will serve not only City of Vancouver Fire Station #7 and Curtin Creek Community Park but additional development in the area.

Fire Station #7 is currently served by a septic system. As a condition of granting CRWWD an easement over City property, CRWWD will, at their expense, coordinate the connection to the new district-owned lateral upon completion of the mainline extension – inclusive of all fees and expenses for the application, permitting, plan review, processing fees involved in a new connection. The City of Vancouver will be responsible for system development charges which cannot be waived by CRWWD and

decommissioning of the existing septic system.

Request: Authorize the City Manager, or designee, to execute a Sewer Easement with Clark Regional Wastewater District for the development of CRWWD's Curtin Creek Trunk Project.

Linda Carlson, Property Management Specialist, 360-487-8423

Motion approved the request.

3. Resolution for the Award of the Culture, Arts & Heritage Grants

Staff Report: 103-24

A RESOLUTION awarding City of Vancouver Culture, Arts & Heritage Grants for 2024 as recommended by the Culture, Arts and Heritage Commission.

On April 16, 2018, City Council adopted a new Culture, Arts and Heritage Plan. The plan lays out three elements in its six-year action plan, one of which is to "Build Cultural Capacity." Restarting the City's Culture, Arts & Heritage Grant Program was identified as a key action to reach that goal, under Objective 1.3: Expand City-supported arts and cultural programs.

Funding for the Culture, Arts & Heritage Grant Program was restored in the 2023-2024 biennial budget. In 2023, 15 grants totaling $92,100 were awarded based on recommendations from the Culture, Arts & Heritage Commission. The Commission additionally recommended the award of $25,000 to 25 performers at the Vancouver Arts & Music Festival. $7,900 was added to the 2024 grant budget.

The 2023 grants provided funding for murals, concerts, cultural events, and arts education in K-12 schools, as well as compensation for artists and musicians across 9 zip codes in the Vancouver Urban Growth Area. Project reports reflect that tens of thousands Vancouver residents have benefitted from the grant projects through access to art, culture and heritage that may not have been available without the City's grant program.

This year, the City received 31 proposals for grant funding, a 61% increase from the 2023 grant cycle. The Commission voted on the 2024 proposals at its May 7, 2024, meeting and is recommending funding for 20 grant proposals totaling $107,900. The Commission also recommends a direct commitment of $25,000 to the Vancouver Art & Music Festival, which will be awarded as grants to performers who were chosen by a competitive process by the Dance Performance Selection Committee and the Music Performance Selection Committee.

Request: On June 3, 2024, approve the 2024 Culture, Arts & Heritage Grants and grants to the festival performers, as recommended by the Culture, Arts and Heritage Commission, and authorize

the City Manager, or designee, to execute grant agreements consistent with the awards.

Stacey Donovan, Cultural Services Manager; 360-487-8630

Motion adopted Resolution M-4275 to approve the request.

4. Resolution for the Artillery Barracks Roof Replacement Grant

Staff Report: 104-24

A RESOLUTION authorizing the City of Vancouver to apply for a Heritage Capital Projects grant from the Washington State Historical Society to fund the replacement of the Artillery Barracks roof on Officers Row; providing for severability and an effective date.

Since 2012, the City and the Historic Trust have strategically pursed the replacement of most of the roofs on Officers Row and in the West Reserve area. In many of these projects, we have been successful at leveraging funding through WSHS targeted to historic preservation to support this work. Recent projects include the Grant House, completed last year, and the O. O. Howard House, slated for construction this summer.

The City and Trust have identified the Artillery Barracks as the next priority project. Work will include replacement of the roof and associated repairs to ensure durable weatherization to support preservation of this historic asset. Based on cost estimates for this work, grant funds of $260,000 will be requested. The grant match will be up to $520,000 and cash reserve is available in the Vancouver National Historic Register (VNHR) capital fund to support this project.

Finalization of plans and refinement of costs is occurring now and a contract for construction would come to City Council in a separate action if this grant is received.

Request: On June 3, 2024, adopt a resolution supporting the City's application for a 2025-2027 Heritage Capital Projects grant from Washington State Historic Society to replace the roof on the Artillery Barracks.

Dave Perlick, Parks and Recreation Director, 360-487-8314

Motion adopted Resolution M-4276 to approve the request.

5. South Cascade Terrace Subdivision

Staff Report: 105-24

AN ORDINANCE rendering findings and issuing a decision on the South

Cascade Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 60-lot subdivision; and providing for severability and an effective date.

On April 16, 2024, a public hearing was conducted before the Hearings Examiner. On May 9, 2024, the Hearings Examiner issued findings, conclusions and recommendations. Her findings/recommendation are that both the zone change ordinance and subdivision should be APPROVED by City Council.

Additionally, on the April 16, 2024, the SEPA appeal was heard by the Hearing Examiner and subsequently DENIED on May 9, 2024.

Request: On Monday, June 3, 2024, approve the ordinance on first reading; setting date of second reading and quasi-judicial public hearing for July 1, 2024.

Kristian Corbin, Senior Planner, 360-487-7818

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

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for June 3, 2024.

Motion approved claim vouchers in the amount of $16,415,471.18.

Public Hearings (Item 7-8)

7. Comcast Cable Franchise Renewal

Staff Report: 083-24

AN ORDINANCE relating to cable television, renewing with revised terms and conditions, a nonexclusive and revocable franchise to Comcast Cable Communications Management, LLC, a limited liability corporation organized under the laws of the State of Washington (“Comcast”), pursuant to state and federal law, City Charter and City ordinance codified at Chapter 5.19, Vancouver Municipal Code, to operate, maintain, reconstruct and repair a Cable System for the purpose of providing only cable service, subject to the terms set forth in the Franchise Agreement.

The current cable franchise agreement between the City (and Clark County) and Comcast will expire June 30, 2024. Federal law outlines the process which local governments must follow in determining whether to renew a

franchise with an existing operator. Beginning in 2021, the Vancouver/Clark County Telecommunications Commission (Commission) conducted an extensive public process, consistent with the requirements of federal law, to determine community needs and priorities regarding a renewed franchise with Comcast. A City/County team has negotiated a proposed new agreement which reflects those needs and priorities, as highlighted in the attached "Priority Issues of the Vancouver/Clark County Franchise Renewal Process." The Commission conducted public hearings and adopted Findings and Recommendations (attached), unanimously recommending that the City and Clark County each award Comcast a renewed franchise agreement to be effective July 1, 2024 through July 1, 2034. ***(NOTE: City charter requires that franchise agreements be published for at least 30 days between first and second reading.)***

The Commission finds that the proposed renewed franchise agreement, if approved, would meet the identified community needs and interests as follows:

1. *Franchise term of 10 years, effective July 1, 2024 – July 1, 2034;*
2. *Comcast would continue to pay 5% of gross revenues in franchise fees to the City and County;*
3. *Comcast would switch from collecting $1/month per residential subscriber PEG Capital Fees to support capital equipment needs of Public, Education and Government (PEG) channels to 1% of gross revenues;*
4. *The proposed franchise would provide expanded customer service provisions;*
5. *The density buildout requirements for extending the cable service moves from requiring 30 homes per cable mile to 20 homes in aerial neighborhoods;*
6. *Comcast would provide two additional High-Definition ("HD") simulcast PEG channels by November 2024 for a maximum of five HD channels;*
7. *PEG channels would be available to all cable subscribers; and*
8. *Comcast would maintain where possible Washington State and local programming (including continuation of TVW, the Washington State public affairs station).*

Request: On Monday, June 3, 2024, subject to second reading and public hearing, approve the franchise ordinance.

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

Jim Demmon, Video Services Manager, provided an overview of the Comcast Cable Franchise Renewal.

Staff provided an overview of the item.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from the community.

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

Motion by Councilmember Perez, seconded by Councilmember Harless, and carried unanimously to approve Ordinance M-4449.

8. 2024 First Supplemental Budget

Staff Report: 099-24

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency.

The first supplemental of 2024 includes administrative items, expenditures associated with new external revenues, as well as requests based on newly identified needs.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2024 First Supplemental Budget totals $38.7 million. An increase of $30.7 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of $8.0 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing $9.3 million in city resources; of that amount, the General Fund's share is $4.9 million.

Appropriation increases to the General, Street and Fire funds total $5.3 million over the biennium. Major items are summarized below.

- *Miscellaneous grants include: Burlington Northern Santa Fe Foundation for Vancouver Safe Stay communities; Commerce Planning Grant for comprehensive plan & climate-related activities; Office of Public Defense Grant for indigent defendant services; and Environmental Protection Agency (EPA) Grant for the Brownfield assessment. Grants specific to Public Safety include: Domestic Violence (DV) Stop Grant for DV unit training and cell phones for victims; Internet Crimes Against Children Grant to enhance investigative capabilities; Anna Hammon donation for marine equipment; WA State Department of Health Participation Grant for a Pneumothorax Training Simulator; Community Foundation Grant for match funding for the Project Home Safe Grant; and United Grain Donation for marine equipment and training.*
- *New items include: Conversion of several temporary employees in Recreation Services into 4.0 FTE Recreation Specialists and 4.5 FTE Dual Certified Lifeguards; Fourth Plain Commons maintenance utility costs; Vancouver Arts and Music Festival; Personal property box*

services for homeless; 2024 increases for Liability and Workers Compensation claims costs and Insurance; fleet replacement and 2024 fleet rate model true-up; 2024 Cost Allocation Plan Model true-up; replacement of Police timekeeping software; vehicle for Assistant Police Chief; reserve Fire truck; and temporary help for the Fire Marshal's Office.

The remaining appropriation increase relates to changes in other operating city funds. Major changes are summarized below:

- *Miscellaneous grants include: Community Development Block Grant (CDBG) for additional coronavirus funding; Connecting Housing to Infrastructure Program (CHIP) Grants for Datepark Residence, Lincoln Place II, Parkhouse Vista, and Waterfront Gateway; Urban Forestry Green Workforce Grant for a Summer Green Workforce training program; 2024 Public Education Grants (PEG) to provide upgrades to school studios and equipment.*
- *New items include: adding 0.5 FTE Airport Program Coordinator and reducing 1.0 FTE Senior Civil Engineer consistent with an internal reorganization in the Public Works Wastewater division; new parking pay stations and installation; increase to Lodging Tax Advisory Committee Grant program; funding for Esther Short Park Bell Tower; Marine Park Building remodel for space needs (phase 2); fleet equipment and vehicle replacements; 2024 fleet rate model true-up; realignment of funds for Fleet Services Consultant; 2024 increases for Liability and Workers Compensation claims costs and Insurance; and 2024 Cost Allocation Plan Model true-up.*

The total net Capital Budget appropriation of $8.0 million (including capital funding) is included in the First Supplemental of 2024. Expenditures by project are outlined in Attachment C to the ordinance. Highlights of Attachment C are listed below:

- *General Capital/Asset Management projects totaling $1.4 million:*
  - *Fire Station 5 Logistics Warehouse Increase*
  - *Land clearing for construction of Fire Station 6 station replacement*
  - *HVAC Replacement (Water Center & Marine Park)*
- *Parks Capital projects totaling $5.0 million:*
  - *Civic Gateway Plaza Construction*
  - *Heights Plaza Design*
  - *Oakbrook Community Park (increase)*
  - *Evergreen School Park Improvements*
- *Streets/Transportation Capital projects totaling $4.2 million:*
  - *Heights District Redevelopment*
  - *Fourth Plain Road Diet (WA Dept of Transportation Grant)*
  - *First Street Utility Relocation*
  - *Hazel Dell Ave & Burnt Bridge Creek Trail Crossing Improvements*

    - *NE 192nd Ave & NE 13th Street Signal Improvement*
    - *Main Street – 5th to 15 budget reduction (Transportation Benefit District funding alignment)*
- *Water/Surfacewater/Wastewater Capital projects budget alignment of -$12.5 million:*
    - *Ellsworth Well Rehabilitation*
    - *Water Station 4 Hypochlorite Generation System*
    - *Burlington Northern Santa Fe (BNSF) 4th Plain Crossing*
    - *Water Station 3 Reservoir Improvements*
    - *Columbia Way to Columbia River Retrofits*
    - *Wastewater Program Funding*
    - *East Vancouver - North*
    - *Central Vancouver South*
    - *Lagoon Upgrade Engineering Design*
- *Capital funding transfers supporting the City's capital projects budget total $9.9 million.*

Attachment B of the ordinance outlines changes to full-time equivalent (FTE) employees, with an overall net new increase of 4.0 FTEs recommended in the 2024 First Supplemental. Staffing changes are listed below:

- *Add 4.0 FTE, Recreation Specialists to support the conversion of temporary help staff and provide support for year-round programs and operations of City pools*
- *Add 4.5 FTE, Dual Certified Lifeguards to support the conversion of temporary help staff and provide consistent year-round support for the Learn to Swim and Lifeguard programs*
- *Add 0.5 FTE, Program Coordinator to provide additional support at the Pearson Airport*
- *Reduce 1.0 FTE, Senior Civil Engineer consistent with an internal reorganization in the Public Works Wastewater division*
- *Amendment to Attachment B to correct errors in authorized FTEs within Fire and Parking. There are no monetary impacts to these corrections, they are only administrative in nature:*
    - *Reduce 1.0 FTE, Material Control Coordinator (Fire)*
    - *Reduce 2.0 FTE, Senior Support Specialists (Fire)*
    - *Reduce 0.5 FTE, Support Specialist (Fire)*
    - *Reduce 0.5 FTE, Senior Support Specialist (Economic Prosperity & Housing – Parking)*

Request: On Monday, June 3, 2024, subject to second reading and public hearing, approve the ordinance.

Shannon Olsen, Budget Manager, 360-487-8497

Shannon Olsen, Budget Manager, provided an overview of the 2024 First Supplemental Budget.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from the community.

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

Motion by Councilmember Hansen, seconded by Councilmember Harless, and carried unanimously to approve Ordinance M-4450.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Charter Review Update

Aaron Lande, Program and Policy Development Manager, discussed the Charter Review Update.

Adjournment

7:04 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.

CITY OF Vancouver WASHINGTON

Staff Report: 155-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Bid Award - Water Towers 5 & 6 Coating Replacements ITB 24-37

Key Points

- The project provides a new coating system on the interior of Water Tower 5 and a new coating system on the exterior of Water Tower 6.
- Three (3) bids were received and FD Thomas, Inc. has been determined to be the lowest responsive and responsible bidder.
- FD Thomas anticipates exceeding the City's apprenticeship 5% utilization goal.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
This project will replace the internal coating of the elevated water tower on the Water Station 5 site and will replace the external coating of the elevated steel water tower on the Water Station 6 site. Water Towers 5 and 6 were built in 1955 and 1963, respectively. Water Tower 5 sits at the intersection of Devine and Idaho Streets and holds 750,000 gallons of water. Water Tower 6 is located at 6100 Northeast 53rd Street and holds 1 million gallons of water. The elevated water towers are made of steel which requires periodic coating for corrosion control and maintenance.

On July 23, 2024, the City received three bids for the project. All bids were above the engineer's estimate. Bid item quoted costs were similar to the engineer's estimate except for the Water Tower 6 exterior bowl coating removal and replacement. The contractors' bid amounts for that line item were all similar and deemed reasonable.

The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	**AMOUNT**
FD Thomas, Inc., Central Point, OR	$1,558,768.87
Purcell P&C, LLC, Tukwila, WA	$1,736,731.42
Long Painting Co., Vancouver, WA	$1,896,488.90

Engineer's Estimate with Tax	$1,340,000.00

FD Thomas, Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria. The contractor expects to meet the apprenticeship 5% goal by using 321 apprenticeship hours out of the expected 6441 project hours.

Advantage(s)

1. Provides Water Tower 5 interior coating to extend the life of the tank.
2. Provides Water Tower 6 exterior coating to extend the life of the tank.
3. Maintaining these assets provides for water resiliency.

Challenge(s)
None

Budget Impact
The funds for this project are budgeted in the Water Fund, 2023-2024 and proposed 2025-2026 Capital Budgets.

Prior Council Review
Project approved in the 2023–2024 Water Capital Improvement Budget.

Action Requested
On August 19, 2024, award a construction contract for the Water Tower 5 Internal and Water Tower 6 Partial External Coating Replacements project to the lowest responsive and responsible bidder, FD Thomas, Inc. of Central Point, Oregon at their bid price of $1,558,768.87, which includes Washington State sales tax; and authorize the City Manager, or designee, to execute the same.

Staff Contact
Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

Attachments:
1. Contract
2. Vicinity Map

CONSTRUCTION CONTRACT # C-######
BID 24-37: Water Tower 5 Internal & Water Tower 6 External Coating Replacements

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and F.D. Thomas, 217 Bateman Drive, Central Point, OR 97502 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-37 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Click here to enter a date per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the improvements of two existing, elevated, drinking water storage tanks with coating systems to protect the structure. The improvements include an interior coating blast and recoat (Water Tower 5), an exterior coating blast and recoating for the Water Tower 6 upper bowl and WT-5 accessory modifications and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereinafter referred to as "Work."

   The City owns the elevated steel water tank located at 5409 Idaho St., Vancouver, Washington 98661. The water tower is hereby referred to as Water Tower No. 5 (WT-5). WT-5 was constructed in 1955 reaching a total height of approximately 129 feet with a maximum 73-foot diameter bowl storing 750,000 gallons.

   The City owns the elevated steel water tank located at 6100 NE 53rd St., Vancouver, Washington 98661. The water tower is hereby referred to as Water Tower No. 6 (WT-6).

WT-6 was constructed in 1968 reaching a total height of approximately 128 feet with a maximum 86-foot diameter bowl storing 1,000,000 gallons.

Both water tanks (WT-5 & WT-6) must return to operation by May 1, 2025.

The Contract Work shall be Physically Complete within 150 Working Days from the Notice to Proceed. Moreover, only one of the water towers, WT-5 or WT-6, can be out of service at any time during the contract.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $1,558,769.00 USD.

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

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit Each Claim Annual Aggregate	$1,000,000 $1,000,000 $2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$3,000,000 $6,000,000

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time

provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

16. **PUBLIC DISCLOSURE COMPLIANCE**: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate or suspend this Contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

26. **WAIVER AND REMEDIES**: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

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

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the

contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Technical Specifications,
5. Select Technical Specifications,
6. Contract Plan Set,
7. Supplemental Conditions to the EJCDC,
8. Standard General Conditions of the Construction Contract (EJCDC),
9. Exhibits.

On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

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

For the Contractor:
Mike Kostenko
F. D. Thomas
217 Bateman Drive
Central Point, OR 97502
bids@fdthomas.com

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

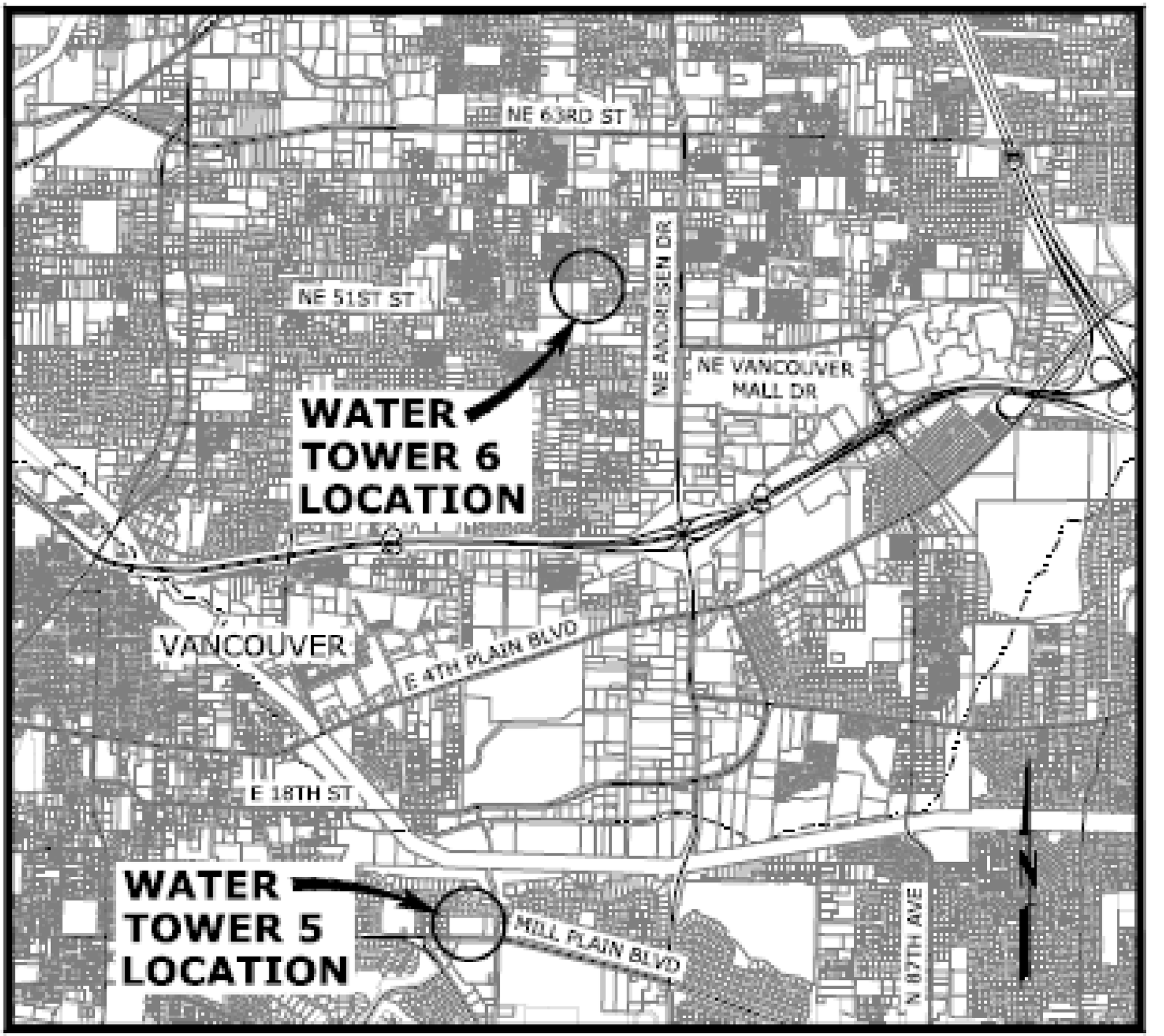
CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Company Name
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



VICINITY MAP

SCALE: 1"=2,000'

CITY OF Vancouver WASHINGTON

Staff Report: 156-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Piggyback Contract - Washington State contract #04616 for Purchase of Traffic Signal Equipment and Services

Key Points

- The City uses cooperative purchasing via Washington State Contract #04616 for the purchase of traffic signal equipment and services from CT Northwest (Kar-Gor, Inc.) C-100804, and Western Systems, Inc. C-100035.
- The City has reached the contract limit approved by the Council on February 28, 2022 (SR 023-22).
- The State contract is competitively bid and saves City time and resources from performing our own solicitation.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
The City uses Washington State contract #04616 to purchase traffic signal equipment and services. The CT Northwest (Kar-Gor Inc.) and Western Systems, Inc., contracts have reached the City's allowed purchasing limits and require Council approval and authorization for additional purchases.

Staff is requesting authorization to continue to use the contracts to purchase up to the Council-approved annual budgeted amount for these commodities.

Advantage(s)

- Economies of scale achieved by purchasing through the State of Washington provide better pricing than the City could obtain on its own.
- Cooperative purchasing creates efficiency and saves time and other City resources.

Challenge(s)
None

Budget Impact
Traffic signal equipment will be purchased using current maintenance budgets and capital project budgets. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review
February 28, 2022 - Consent Agenda - SR 023-22

Action Requested
Authorize the City Manager, or designee, to approve purchases under Washington State contract #04616 for the life of the contract with CT Northwest (Kar-Gor, Inc.), and Western Systems, Inc.

Staff Contact
Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

Attachments:
1. 04616c.Kar-Gor contract
2. 04616a.Kar-Gor Amendments
3. 04616 Western Systems Inc
4. 04616a.WesternSystems amendment
5. PO-67709 Sample PO
6. PO-68254 Sample PO

STATE OF WASHINGTON Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**MASTER CONTRACT**	
	Contract No.:	**04616**
	Commodity:	**ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT**
VENDOR Kar-Gor, Inc. 3540 Brooks Ave NE, Bldg. 2 Salem, Oregon 97301	Term:	**97 MONTHS**
	Effective Date:	**December 23, 2016**

MASTER CONTRACT
NO. 04616
(Including solicitation, appendices, attachments, amendments and contractor bid documents)

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

Kar-Gor, Inc.

Dated December 23, 2016

MASTER CONTRACT

NO. 04616

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This 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 Kar-Gor Inc., an Oregon Corporation ("Contractor") and is dated as of December 23, 2016.

RECITALS

A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).

B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 04616 dated October 19, 2016 regarding ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT.

C. Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as an/the apparent successful bidder.

D. 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.

E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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 eight years and one month (97) months, commencing December 23, 2016, in two year increments via options, being unilaterally initiated by DES. Kar-Gor Inc. will be notified of the option exercise via e-mail before January 31, 2019 for the first option and every two years thereafter ending January 31, 2025.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by 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);
- 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 all those goods and/or services set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.

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 goods 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 this Master Contract.

3.3. ECONOMIC ADJUSTMENT. Contractor(s) will maintain their discount(s) off manufacturers catalogue/list which they bid throughout the life of the contract. Price adjustment will only be through manufacturers catalogue/list pricing changes/updates on annual basis after the contract has been effect for one year.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at the discount off list prices set forth in *Exhibit E – Bid Price (discount off list)* categories from mandatory manufacturers.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

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 it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are 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.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will 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.

4.4. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it 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 Purchasers' employees.

4.5. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.6. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.7. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it 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 goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it 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.

4.8. 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 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.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods 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, at a minimum, including the use of 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 order documents must reference the Master Contract number.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such delivers shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

(b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other 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.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods 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 goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods 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 goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. 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, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 04616

(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) Invoice amount; and

(f) 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.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. 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.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) 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 payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. 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, or payment processing.

6.6. 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 goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. 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 contractor 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: Mark Roush
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9311
Email: mark.roush@des.wa.gov

Contractor
Attn: Christy Fagan
Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301
Tel: 503-315-9899
Email: christyf@kargor.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.

7.2. 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.

7.3. 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: Christy Fagan
Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301
Tel: 503-315-9899
Email: christyf@kargor.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.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. 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 sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

The 1.5 percent VMF will be shown as a SEPARATE line item on invoices and NOT included in pricing. This allows the VMF to change in the future WITHOUT affecting contract prices. (***Since pricing via discount off list was originally bid with a . 74% fee include, the amount of the invoiced line item will be . 76%***)

The 1.5% rate applies on all sales invoiced after July 1, 2017. The .74% rate applies to all sales invoiced between December 23, 2016(contract inception) and June 30, 2017.

Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF (with malice), may be cause for Master Contract termination or the exercise of other 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, 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.

Enterprise Services reserves the right unilaterally, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, per paragraph (b) above not affecting contract prices since it is a separate line item.

8.3. 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: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. 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 subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. 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 performance and administration of payments 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.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. 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 orders placed by a Purchaser under it 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.

9.3. 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 orders, at a rate of 125% of such

overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

10.2. 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. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

11.1. 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, agents, and Contractors in connection with Contractor's 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 its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents 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 from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. 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.

12. 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 manager 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.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. 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.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. 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 goods 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.

13.4. 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.

13.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. 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 goods 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.

14. GENERAL PROVISIONS.

14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

14.3. INTEGRATED 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.

14.4. 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 hereto.

14.5. 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.

14.6. 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.

14.7. ASSIGNMENTS. 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 provides written notice to Enterprise Services within thirty (30) days, 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.

14.8. 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.

14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the 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.

14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. 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 its choice of law rules.

14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam 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.

14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

14.18. 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.

14.19. 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.

14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

14.21. 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.

14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract 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 Master Contract or such other ancillary agreement for all purposes.

14.23. 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: _____
Mark Roush
Its: Contract Specialist

Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301

By: _____
Christy Fagan
Its: Contract Administrator

INCLUDED GOODS/SERVICES (CATEGORIES) & PRICES (DISCOUNTS) FOR GOODS/SERVICES

Awarded Manufacturers (Product Lines per your Bid): Axis Communications, FLIR ITS, Intelight, Kar-Gor, Inc., Acyclica Inc.

EXHIBIT E – BID PRICE WITH MANDATORY MANUFACTURERS LIST

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain 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 and Property Damage on an 'occurrence form' in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

    The limits of all insurance required to be provided by Contractor 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.

    A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the 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.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, 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. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to 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.

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, or 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.

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

Kar-Gor, Inc
3540 Brooks Ave NE, BLDG 2
Salem, OR 97301-0995

FIRST AMENDMENT
TO
CONTRACT NO. 04616
ILLUMINATION TRAFFIC SIGNALS & INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This First Amendment ("Amendment") to Contract No. 04616 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 ("State") and Kar-Gor, Inc., an Oregon Corporation ("Contractor") and is dated as of April 1, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04616 for Illumination Traffic Signals & Intelligent Transportation Systems Equipment dated effective as of December 23, 2016 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. PRODUCTS COVERED. The Contract is amended to add Blyncsy Traffic Management System under Category 69, Transportation Management Systems Consoles, Work Stations and Control Equipment at *Exhibit-E, Bid Price* for Kar-Gor, Inc. with an effective date of April 1, 2020.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment 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 Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

KAR-GOR, INC., AN OREGON CORPORATION		**STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES**	
By:	Christy Fagan	By:	
Name:	Christy Fagan	Name:	Kim Kirkland
Title:	Operations Manager	Title:	IT Procurement Supervisor
Date:	3/31/20	Date:	April 3 2020

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04616
Kar-Gor, Inc. 3540 Brooks Ave NE, Bldg. #2 Salem, OR. 37301	Amendment No.:	2
	Effective Date:	January 1, 2023

SECOND AMENDMENT
TO
CONTRACT NO. 04616
ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This Second Amendment ("Amendment") to Contract No. 04616 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 ("State") and Kar-Gor Inc. dba CT Northwest, an Oregon Corporation ("Contractor") and is dated as of January 1, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04616 for Illumination, Traffic Signal and Intelligent Transportation Systems Equipment dated effective as of December 23, 2016 ("Contract").

B. The Parties previously amended the Contract as follows:

- Amendment 1: effective date April 1, 2020 (Product Addition)

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amendment to extend to the maximum term date of January 31, 2025.

2. GOODS AND SERVICES. Both the included Goods and Services & Prices for Goods and Services and Exhibit E – Bid Price with Mandatory Manufacturers List of the Contract are hereby amended by deleting the existing Sections and Exhibits in their entirety and inserting the attached Exhibit A – Goods and Services (dated January 1, 2023), instead.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment 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 Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

KAR-GOR INC.,
AN OREGON CORPORATION

By: Christy Fagan
Name: Christy Fagan
Title: Operations Manager
Date: 12/12/22

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 12/29/2022

Exhibit A- Prices for Goods
(Effective January 1, 2023)

Category No.: Equipment Categories	Percent Off Catalog List Price	Name of Catalog/Price List	Represents the MFR entire product line	Delivery Days After Receipt of Order (ARO)
Category 3: Closed Circuit Television (Cctv) Cameras, Components & Support Equipment / Parts	7%	Axis Communications	No	21
	5%	Teledyne FLIR, ITS	Yes	30-45
	5%	Kar-Gor Inc.	Yes	30-45
Category 5: Controller Cabinets And Accessories / Parts	10%	Acyclica Inc	Yes	30-45
Category 6: Controller Software (Nema, 170, 2070, Etc.)	10%	Q-Free	Yes	30
Category 7: Controllers (Nema, 170, 2070, Etc.) / Parts	10%	Q-Free	Yes	60
Category 9: Detection Systems - Infrared / Parts	5%	Teledyne FLIR, ITS	Yes	30-45
	5%	Kar-Gor Inc.	Yes	30-45
Category 11: Detection Systems - Microwave / Parts	5%	Teledyne FLIR, ITS	Yes	30-45
	5%	Kar-Gor Inc.	Yes	30-45
Category 14: Detection Systems - Thermal	5%	Teledyne FLIR, ITS	Yes	30-45
	5%	Kar-Gor Inc.	Yes	30-45
Category 15: Detection Systems - Video / Parts	5%	Teledyne FLIR, ITS	Yes	30-4530
	5%	Kar-Gor Inc.	Yes	30-45
Category 33: Media Access Control (Mac) Tracking Equipment / Parts (Bluetooth, Etc.)	10%	Acyclica Inc	Yes	30-45
Category 34:	10%	Acyclica Inc	Yes	30-45

Modems / Parts: (Ip, Wireless, Ethernet, Dial-Up, Celluar)				
Category 69: Transportation Management System Consoles, Workstations, And Control Equipment	5%	Blysncy, Inc.	Yes	
	10%	Q-Free	Yes	60
Category 80: Miscellaneous Parts Not Included in Above Groupings	10%	Q-Free	Yes	60

STATE OF WASHINGTON Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**MASTER CONTRACT**	
	Contract No.:	**04616**
	Commodity:	**ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT**
VENDOR Western Systems, Inc. 1122 Industry Street, Bldg. B Everett, WA 98203	Term:	**97 MONTHS**
	Effective Date:	**December 23, 2016**

MASTER CONTRACT
No. 04616
(Including solicitation, appendices, attachments, amendments and contractor bid documents)

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

WESTERN SYSTEMS, INC.

Dated December 23, 2016

MASTER CONTRACT

No. 04616

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This 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 WESTERN SYSTEMS, INC., a Washington Corporation ("Contractor") and is dated as of December 23, 2016.

RECITALS

A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).

B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 04616 dated October 19, 2016 regarding ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT.

C. Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as an/the apparent successful bidder.

D. 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.

E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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 eight years and one month (97) months, commencing December 23, 2016, in two year increments via options, being unilaterally initiated by DES. WESTERN SYSTEMS, INC., will be notified of the option exercise via e-mail before January 31, 2019 for the first option and every two years thereafter ending January 31, 2025.

2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

   - Washington state agencies, departments, offices, divisions, boards, and commission; and
   - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by 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);
- 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 all those goods and/or services set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.

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 goods 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 this Master Contract.

3.3. ECONOMIC ADJUSTMENT. Contractor(s) will maintain their discount(s) off manufacturers catalogue/list which they bid throughout the life of the contract. Price adjustment will only be through manufacturers catalogue/list pricing changes/updates on annual basis after the contract has been effect for one year.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at the discount off list prices set forth in *Exhibit E – Bid Price (discount off list)* categories from mandatory manufacturers.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

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 it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are 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.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will 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.

4.4. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it 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 Purchasers' employees.

4.5. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.6. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.7. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it 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 goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it 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.

4.8. 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 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.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods 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, at a minimum, including the use of 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 order documents must reference the Master Contract number.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such delivers shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

(b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other 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.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods 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 goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods 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 goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. 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, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 04616

(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) Invoice amount; and

(f) 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.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. 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.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) 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 payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. 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, or payment processing.

6.6. 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 goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. 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 contractor 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	**Contractor**
Attn: Mark Roush	Attn: Robert Nims
Washington Dept. of Enterprise Services	Western Systems, Inc.
PO Box 41411	1122 Industry Street, Bldg. B
Olympia, WA 98504-1411	Everett, WA 98203
Tel: (360) 407-9311	Tel: 425-438-1133 x101
Email: mark.roush@des.wa.gov	Email: rnims@westernsystems-inc.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.

7.2. 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.

7.3. 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	**Contractor**
Attn: Legal Services Manager	Attn: Robert Nims
Washington Dept. of Enterprise Services	Western Systems, Inc.
PO Box 41411	1122 Industry Street, Bldg. B
Olympia, WA 98504-1411	Everett, WA 98203
Email: greg.tolbert@des.wa.gov	Tel: 425-438-1133 x101
	Email: rnims@westernsystems-inc.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.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. 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 sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. 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.

(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 Master Contract sales invoiced, not including sales tax) x .015

(b) The 1.5 percent VMF will be shown as a SEPARATE line item on invoices and NOT included in prices. This allows the VMF to change in the future WITHOUT affecting contract prices. *(Since pricing via discount off list was originally set with a .74% fee include, the amount of the invoiced line item will be .76%.*

(c) The 1.5% rate applies on all sales invoiced after April 1, 2017. The .74% rate applies to all sales invoiced between December 23, 2016 (contract inception) and March 31, 2017.

(d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, Work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(e) [redacted]

(f) [redacted]

8.3. 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: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. 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 subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. 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 performance and administration of payments 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.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. 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 orders placed by a Purchaser under it 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.

9.3. 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 orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

10.2. 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. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

11.1. 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, agents, and Contractors in connection with Contractor's 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 its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents 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 from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. 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.

12. 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 manager 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.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. 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.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. 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 goods 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.

13.4. 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.

13.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract;

Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. 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 goods 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.

14. GENERAL PROVISIONS.

14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

14.3. INTEGRATED 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.

14.4. 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 hereto.

14.5. 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.

14.6. 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.

14.7. ASSIGNMENTS. 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 provides written notice to Enterprise Services within thirty (30) days, 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.

14.8. 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.

14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the 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.

14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. 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 its choice of law rules.

14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam 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.

14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

14.18. 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.

14.19. 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.

14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

14.21. 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.

14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract 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 Master Contract or such other ancillary agreement for all purposes.

14.23. 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: _____
Mark Roush
Its: Contract Specialist

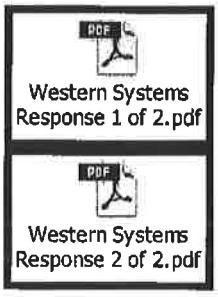
Western Systems, Inc.
1122 Industry Street, Bldg. B
Everett, WA 98203

By: _____
Robert Nims
Its: President

INCLUDED GOODS/SERVICES (CATEGORIES) & PRICES (DISCOUNTS) FOR GOODS/SERVICES

Awarded Manufacturers (Product Lines per your Bid): Actelis, Alpha Technologies Ltd., Artel Video Systems (CSI), ATSI, Axis Communications, Bosch Security Systems, Carmanah Traffic, Cisco Systems Inc., Clary, Cohu/CoStar, De-Tech Manufacturing, Eberle Design Inc. (EDI), Edco Inc., Fiber Connections, GarrettCom/Belden, High Sierra Electronics, Indigovision, Intuicom, Iteris, Pelco Inc., Pelco Products, Inc., RU2 Systems, SENSYS Networks, Siemens Industry (Infrastructure & Cities), Siemens Industry (Ruggedcom), Solectek, Temple Inc., Unipart/Dorman, Vicon, Wells Signs Mfg. & Dist. Inc., Western Systems, Applied Information, Availed Technology, Detrol, General Traffic, MDI Worldwide, Mobotrex, TKH Security

EXHIBIT E – BID PRICE WITH MANDATORY MANUFACTURERS LIST



INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain 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 and Property Damage on an 'occurrence form' in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

    The limits of all insurance required to be provided by Contractor 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.

    A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the 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.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, 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. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to 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.

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, or 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.

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	04616
Western Systems, Inc. 1122 Industry Street, Bldg. B Everett, WA 98203	Amendment No.:	1
	Effective Date:	January 1, 2023

FIRST AMENDMENT

TO

CONTRACT NO. 04616

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This First Amendment ("Amendment") to Contract No. 04616 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 ("State") and Western Systems, Inc., a Washington Corporation ("Contractor") and is dated as of January 1, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04616 for Illumination, Traffic Signal and Intelligent Transportation Systems Equipment dated effective as of December 23, 2016 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amendment to extend to the maximum term date of January 31, 2025.

2. GOODS AND SERVICES. Both the included Goods and Services & Prices for Goods and Services and Exhibit E – Bid Price with Mandatory Manufacturers List of the Contract are hereby amended by deleting the existing Sections and Exhibits in their entirety and inserting the attached Exhibit A – Goods and Services (dated January 1, 2023), instead.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment 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 Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WESTERN SYSTEMS, INC.,
A WASHINGTON CORPORATION

By: _____
Name: Robert W. Nims
Title: Vice President, Design Builds
Date: January 31, 2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 1/31/2023

Category No.: Equipment Categories	Percent Off Catalog List Price	Name of Catalog/Price List	Represents the mft entire product line	Delivery Days After Receipt of Order (ARO)
Category 1: ANALOGUE / DIGITAL VIDEO AND DATA EQUIPMENT / PARTS: (AMPLIFIERS, COMBINERS, CONVERSION SWITCHES, CONVERTERS, CROSS CONNECT / PATCH PANELS, ENCODERS, ETHERNET AND FIBER COMMUNICATION EQUIPMENT, DECODERS, DISTRIBUTION EQUIPMENT, MESH NETWORK COMMUNICATION EQUIPMENT, RECEIVERS, ROUTERS, SERIAL COMMUNICATION EQUIPMENT, SERVERS, SWITCHES, TERMINAL SERVERS, TRANCEIVERS, TRANSMISSION EQUIPMENT, WIRELESS COMMUNICATION EQUIPMENT, ETC.)	13.00%	Actelis	No	30-45
	5.00%	Applied Information-Applied Information Western	No	30-45
	35.00%	Pelco, Inc. – CSC-WSDOES	No	15-30
	25.00%	Vicon –	No	20-40
	5.00%	Siemens (Rugged Com)	No	20-30
	11.00%	Axis Communications-AXIS	No	15-30
	24.00%	Bosch Security Systems Division only	No	15-30
	25.00%	Cisco Systems-Global	No	20-30
	13.00%	Eberle Design, Inc. (EDI) - WESS01	No	20-30
	11.00%	Fiber Connections – Gator Patch	No	10-20

	29.00%	TKH Security	No	20-30
	4.00%	Intuicom	No	20-30
	31.00%	Iteris	No	20-30
	16.00%	IndigoVision	No	30-45
Category 3: CLOSED CIRCUIT TELEVISION (CCT) CAMERAS, COMPONENTS & SUPPORT EQUIPMENT/PARTS	11.00%	Axis Communications-AXIS	No	15-30
	24.00%	Bosch Security Systems Division only	No	15-30
	35.00%	Pelco, Inc. – CSC-WSDOES	No	15-30
	15.00%	Mobotrex Mobility & Traffic Experts–Western	No	75-90
	31.00%	COHU/CoStar	No	30-60
Category 4: CONFLICT MONITORS	23.00%	Eberle Design, Inc. (EDI) - WESS01 List	No	20-30
Category 5: CONTROLLER CABINETS AND ACCESSORIES / PARTS	23.00%	Eberle Design, Inc. (EDI) - WESS01 List	No	20-30
	15.00%	Mobotrex Mobility & Traffic Experts	No	75-90
	31.00%	Western Systems	No	60-90
	11.00%	Fiber Connections – Gator Patch	No	20-30
	4.00%	Intuicom	No	20-30
	31.00%	Iteris	No	20-30
	11.00%	Detrol	Yes	10-20
Category 6: CONTROLLER SOFTWARE (NEMA, 170, 2070, ETC.)	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60
Category 7: CONTROLLERS (NEMA, 170, 2070, ETC.) / PARTS	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60

Category 8: DETECTION SYSTEMS - INDUCTIVE LOOPS / PARTS	0.00%	De-Tech, MFG – HDR Full Price List	No	10-20
	23.00%	Eberle Design, Inc. (EDI) - WESS01 List	No	20-30
Category 9: DETECTION SYSTEMS - INFRARED	31.00%	Iteris	No	20-30
	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60
Category 10: DETECTION SYSTEMS – MAGNETOMETER / PARTS	0.00%	Sensys Networks – Direct Price List	No	20-40
Category 15: DETECTION SYSTEMS - VIDEO / PARTS	31.00%	Iteris	No	20-30
Category 16: DIGITAL VIDEO RECORDERS / PARTS	11.00%	Axis Communications- AXIS	No	15-30
	35.00%	Pelco, Inc. – CSC- WSDOES	No	15-30
	29.00%	TKH Security –	No	20-30
	24.00%	Bosch Security Systems Division only-	No	15-30
Category 17: ELECTRICAL SERVICE TRANSFER AND DISCONNECT SWITCHES/PARTS	20.00%	ENERSYS (formally Alpha Technologies)	No	30-60
Category 18: FLASHERS	11.00%	Deltrol Controls– 21084-83	No	10-20
	23.00%	Eberle Design, Inc. (EDI) - WESS01 List	No	20-30
	31.00%	Western Systems	No	60-90
Category 19: FLASHING BEACONS / PARTS	0.00%	Carmanah Traffic-	No	20-40
	33.00%	General Traffic Equipment – GTE Traffic Price List	No	45-60
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
	31.00%	Western Systems	No	60-90

	4.00%	Intuicom	No	20-30
	8.00%	Pelco Products – Traffic Price List	No	45-60
Category 33: MEDIA ACCESS CONTROL (MAC) TRACKING EQUIPMENT/PARTS (BLUETOOTH, ETC.)	5.00%	Applied Information-Applied Information Western Pricelist	No	30-45
	0.00%	Sensys Networks – Direct Price List	No	20-40
	31.00%	Western Systems	No	60-90
	31.00%	Iteris	No	20-30
Category 34: MODEMS/PARTS (IP, WIRELESS, ETHERNET, DIAL-UP, CELLULAR)	5.00%	Applied Information-Applied Information Western Pricelist	No	30-45
	25.00%	Cisco Systems-Global 1 Price List	No	20-30
	29.00%	TKH Security – Price List	No	20-30
	31.00%	Iteris	No	20-30
	4.00%	Intuicom	No	20-30
Category 37 PEDESTRIAN HYBRID BEACON SYSTEMS (HAWK) / PARTS	33.00%	General Traffic Equipment – GTE Traffic Price List	No	45-60
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
	31.00%	Western Systems	No	60-90
	8.00%	Pelco Products – Traffic Price List	No	45-60
Category 38: PEDESTRIAN PUSHBUTTONS - ACCESSIBLE PEDESTRIAN SIGNALS (APS) / PARTS	0.00%	Carmanah Traffic-	No	20-40
Category 39: PEDESTRIAN PUSHBUTTONS - NON-ACCESSIBLE / PARTS	8.00%	Pelco Products – Traffic Price List	No	45-60
Category 41: POWER SUPPLY SYSTEMS / PARTS	31.00%	Iteris – Price List	No	20-30
Category 44: RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEMS/PARTS	0.00%	Carmanah Traffic-Price List	No	20-40
Category 48: SCHOOL ZONE FLASHER (NON SOLAR POWERED) EQUIPMENT/PARTS	5.00%	Applied Information-Applied	No	30-45

		Information Western Pricelist		
	8.00%	Pelco Products – Traffic Price List	No	45-60
	31.00%	Western Systems	No	45-75
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
Category 49: SCHOOL ZONE FLASHER (NON SOLAR POWERED) EQUIPMENT/PARTS	5.00%	Applied Information- Applied Information Western Pricelist	No	30-45
	8.00%	Pelco Products – Traffic Price List	No	45-60
	31.00%	Western Systems	No	45-75
	0.00%	Carmanah Traffic- Price List	No	20-40
Category 51: SIGNALS - DISPLAY MOUNTING HARDWARE	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
	8.00%	Pelco Products – Traffic Price List	No	45-60
	31.00%	Western Systems –	No	45-75
	14.00%	Pelco Products – Traffic Price List (Bronze only)	No	45-60
Category 54: SIGNALS - PEDESTRIAN SIGNAL DISPLAY AND HOUSING / PARTS	33.00%	General Traffic Equipment – GTE Traffic Price List	No	45-60
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
Category 55: SIGNALS - VEHICLE DISPLAY AND HOUSING / PARTS	33.00%	General Traffic Equipment – GTE Traffic Price List	No	45-60
	7.00%	Unipart Dorman – QNA0738 – 16 Unipart Dorman	No	60-75
	23.00%	Wells Sign Manufacturing – List Price	No	45-60
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
Category 58: SIGNS- INTERNALLY ILLUMINATED/PARTS	8.00%	Pelco Products – Traffic Price List	No	45-60

	5.00%	Temple, Inc. – ILSNS Temple	No	30-60
Category 59: SIGNS - MOUNTING HARDWARE AND BRACKETS / PARTS	0.00%	Availed Technology	No	30-60
	5.00%	Temple, Inc. – ILSNS Temple	No	30-60
	23.00%	Wells Sign	No	45-60
	7.00%	Unipart Dorman – QNA0738 – 16 Unipart Dorman 2016 VATCS Price	No	60-75
	8.00%	Pelco Products – Traffic Price List	No	45-60
Category 61: SIGNS-SIGNS WITH EMBEDDED FLASHING LIGHTS/PARTS	0.00%	Availed Technology	No	30-60
	23.00%	Wells Sign Manufacturing	No	45-60
Category 62: SIGNS - VEHICLE ACTIVATED TRAFFIC CONTROL SIGNS (VATCS) (RADAR, CURVE WARNING, SPEED WARNING, ect.)/PARTS	7.00%	Unipart Dorman – QNA0738 – 16 Unipart Dorman	No	60-75
Category 67: TRAFFIC SIGNAL TRANSFER SWITCH/PARTS	20.00%	ENERSYS (formally Alpha Technologies)	No	30-60
	31.00%	Western Systems	No	45-75
Category 69: TRANSPORTATION MANAGEMENT SYSTEM CONSOLES, WORK STATIONS, AND CONTROL EQUIPMENT	11.00%	Axis Communications-AXIS Price List	No	15-30
	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60
	29.00%	TKH Security	No	75-90
	14.00%	Bosch Security Systems Division only	No	30-60
Category 70: TRANSPORTATION MANAGEMENT SYSTEM TEST EQUIPMENT	4.00%	ATSI	No	30-45
Category 71: UNINTERRUPTIBLE POWER SUPPLIES (UPS) / BATTERY BACKUP SYSTEMS / PARTS	15.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60

	31.00%	Western Systems	No	6090
	20.00%	ENERSYS (formally Alpha Technologies)	No	30-60
Category 76: VIDEO WALL DISPLAY AND MONITOR SYSTEMS EQUIPMENT/PARTS	11.00%	Axis Communications-AXIS Price List	No	15-30
	31.00%	Iteris	No	20-30
	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60
	14.00%	Bosch Security Systems Division only	No	30-60
Category 80: MISCELLANEOUS PARTS NOT INCLUDED IN ABOVE GROUPINGS	5.00%	Applied Information-Applied Information Western Pricelist	No	30-45
	25.00%	Vicon	No	20-40
	31.00%	Western Systems	No	45-75
	30.00%	YUNEX TRAFFIC (formerly Siemens Industry & automation)	No	45-60
	5.00%	Siemens (Rugged Com)	No	20-30
	5.00%	Temple, Inc. – ILSNS Temple	No	30-60
	0.00%	Sensys Networks – Direct Price List	No	20-40
	29.00%	TKH Security	No	30-60
	12.00%	Mobotrex Mobility & Traffic Experts– Western Price List	No	45-60
	13.00%	Actelis	No	30-45
	31.00%	Iteris	No	20-30
	20.00%	ENERSYS (formally Alpha Technologies)	No	30-60
	11.00%	Axis Communications-AXIS Price List	No	15-30
	35.00%	Pelco, Inc. – CSC-WSDOES Price List	No	15-30

	35.00%	Pelco Products – Traffic Price List	No	15-30
	24.00%	Bosch Security Systems Division only	No	15-30
	25.00%	Cisco Systems/ Global 1	No	20-30
	23.00%	Eberle Design, Inc. (EDI) - WESS01 List	No	20-30
	11.00%	Fiber Connections – Gator Patch Price List	No	10-20
	16.00%	IndigoVision	No	30-45

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-67709
Revision #:	0
Effective Date:	6/6/24
Contract #:	C-100035

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Western Systems Inc
1122 Industry St Bldg B
Everett, WA 98203

Submit Invoice To:

City of Vancouver
Patric Tandy
PO Box 1995
Vancouver, WA 98668
Patric.Tandy@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Patric Tandy
Ops Center - Administration Building
4711 E FOURTH PLAIN BLVD
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Patric Tandy / (360) 487-8265 Patric.Tandy@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	Part #75101050467 Pole plate aluminum w/cable guide 1-1/2 threaded (yellow) per quote #Q-13163 *Jeff Lindsley*	100	Each	37.78	328.69	3,778.00
				Subtotal:		$3,778.00
				Tax:		$328.69
				Total:		$4,106.69

Note to Supplier

This City is authorized to enter the #04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment with Western Systems Inc under RCW 39.34. The #04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment is incorporated by reference into this purchase order. The City is WA DES under the #04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment. Western Systems Inc agrees to be bound to the #04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment with City as WA DES in providing goods/services under the #04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment.

Authorized Signature

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-68254
Revision #:	0
Effective Date:	7/25/24
Contract #:	C-100804

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Kar-Gor Inc
PO BOX 54
Tillamook, OR 97141

Submit Invoice To:

City of Vancouver
Patric Tandy
PO Box 1995
Vancouver, WA 98668
Patric.Tandy@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Patric Tandy
Ops Center - Administration Building
4711 E FOURTH PLAIN BLVD
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Patric Tandy / (360) 487-8265 Patric.Tandy@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	PN: 2050-TC650AZD65- K-C RDP CAMERA LENS COMBO W/ AGIS HOUSING/ SUNSHIELD PER QUOTE #JUL-24-012 *JEFF LINDSLEY*	40	Each	950.00	3,306.00	38,000.00

Subtotal:	$38,000.00
Tax:	$3,306.00
Total:	$41,306.00

Sample

Note to Supplier

This City is authorized to enter the # 04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment with Kar-Go Inc under RCW 39.34. The I# 04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment is incorporated by reference into this purchase order. The City is WA DESunder the# 04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment. Kar-Go Inc agrees to be bound to the # 04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment with City as WA DES in providing goods/services under the # 04616 Illumination, Traffic Signal & Intelligent Transportation Systems Equipment.

Sample

Authorized Signature

Staff Report: 157-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject

Award of Contract - Makers Architecture and Urban Design, LLC per RFQ #31-24 Long Range Facilities Plan

Key Points

- This plan will help identify facility investments needed to support the delivery of City services in the near and long term.
- Identified plan will coordinate with and help inform the effort to update the required Capital Facilities Plan included in the Comprehensive Plan update.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

On May 1, 2024, the City issued RFQ# 31-24 to solicit statements of qualification from firms/individuals for consulting services to develop a Long-Range Facilities Plan that will establish a long-term strategy for City facility management.

The Long-Range Facilities Plan will identify the facilities needed to support the delivery of City services within three timeframes: short-term (1-4 years); midterm (5-15 years); and long-term (15-30 years). The strategy will be to optimize the City's current portfolio and identifying a plan with strategies for addressing these gaps. The plan will include an assessment of the City's current portfolio, including immediate facility deficiencies, and an approach to forecasting facility types, sizes, and general geographic areas for future space needs. Strategies will be developed to incorporate the City's five core values, which will also inform the City's Capital Facilities Plan, a mandatory requirement of the upcoming Comprehensive Plan update, expected to be completed in 2025.

Along with standard advertising, the City notified potentially qualified firms on the MRSC consultant roster of the solicitation and requested their qualification statements, including veteran-, minority-, and women-owned firms.

On May 22, 2024, the City received four responses to RFQ #31-24. A review panel met, and the qualification statements were evaluated based on project approach, capabilities, and qualifications. The consensus of the panel was to select Makers Architecture and Urban Design, LLC (Makers) as the most qualified for this project. A scope of work and fees were then negotiated with Makers in the amount of $399,949, subject to City Council approval. Staff recommends awarding the contract in this matter to Makers.

Advantage(s)

1. Established plan will optimize the City's current portfolio, identify portfolio deficiencies and gaps, and identify a plan and strategies for addressing these gaps.
2. Provides planning of City investments in the near and long term

Challenge(s)
None

Budget Impact
This project will be within current General Services budget funds. The 2023-2024 Biennium budget allocates $400,000 towards this project.

Prior Council Review
None

Action Requested
Authorize the City Manager, or designee, to execute the contract in the amount of $399,949 with Makers Architecture and Urban Design, LLC to develop a Long-Range Facilities Plan and take any and all action necessary to enforce the terms thereof.

Staff Contact
Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

Attachments:
1. Services Contract C-101713 draft updated

CITY OF VANCOUVER
LONG-RANGE FACILITIES PLAN SERVICES AGREEMENT
No. C-101713

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and MAKERS Architecture and Urban Design LLP (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party". Any reference in Attachment A or B relating to compensation or rates of pay for any subcontractors(s) is for informational purposes only since responsibility for payment of subcontractors is the responsibility of the Contractor.

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 31-24 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor to be capable of performing the required services; and

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

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

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

   Contractor to develop a Long-Range Facilities Plan that will establish a long-range strategy for City facility management.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed $399,949.00 USD.

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

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

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

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

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

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

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

4. **TERM OF AGREEMENT**: The term of this Agreement shall commence on August 26, 2024 and continue until August 31, 2025. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

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

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

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

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

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

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

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

12. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination

for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

15. **LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

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

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

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Julie Bassuk
MAKERS Architecture and Urban Design
500 Union St, Suite 700
Seattle, WA 98101
Email: julieb@makersarch.com

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

18. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

19. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

20. **RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

21. **GOVERNING LAW/VENUE**: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

22. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

23. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

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

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

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

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CONTRACTOR:
MAKERS Architecture and Urban Design

Signature

Printed Name /Title

Date

ATTACHMENT "A":

Scope of Work

PROJECT GOAL

The Long-Range Facilities Plan aims to identity the facility investments needed to support the delivery of City of Vancouver (City) services in the near- and long-term. This effort shall be coordinated with and inform the simultaneous effort to update the City's comprehensive plan, including its Capital Facilities Plan element. Plan recommendations will be organized using the following timeframes to align with the comprehensive plan's six-year capital improvement plan (CIP) component and 20-year timeframe:

- Short-term (1-6 years)
- Mid-term (7-20 years)
- Long-term (21-30 years, i.e., beyond the scope of the current comprehensive plan).

APPROACH

The proposed approach includes two phases of work. Key work steps, major milestones, and deliverables are summarized below.

STAKEHOLDER GROUPS

Three stakeholder groups are referenced in this approach:

- **City Project Team (PT):** staff directly responsible for coordinating the effort, making decisions on behalf of the City, providing input on plan strategy and direction, and facilitating coordination between MAKERS and project stakeholders.
- **Leadership Team (LT):** City leadership, finance, and department representatives selected by the PT, responsible for providing input and feedback at key milestones by participating in project meetings and revising deliverables.
- **Comprehensive Plan Update team (CT):** staff responsible for coordinating with this project team and conveying findings between the City-led comprehensive plan update and facilities master plan efforts.

PROJECT ADMINISTRATION

MAJOR TASKS

A. **Ongoing project coordination and management** for the project's duration, including monthly progress calls.

Assumptions

- This assumes a 12-month project duration and one-hour monthly progress calls.
- PT will be responsible for coordinating and scheduling City staff, meeting rooms, etc.
- Mackenzie will attend up to six monthly coordination calls.

DELIVERABLES

- Monthly progress meeting agendas and notes
- Monthly progress reports

PHASE 1: NEEDS ASSESSMENT

1.1 PROJECT INITIATION & ENGAGEMENT PLAN

MAJOR TASKS

A. **Project initiation meetings.** Collaborate with the City's project team to establish a schedule for progress meetings; refine project scope and schedule; and plan for the kick-off meeting. Meet with CT to understand comprehensive plan progress to date and identify key deliverables and schedule milestones to coordinate the comprehensive plan and facilities master plan.

B. **Engagement plan.** Develop an engagement plan/schedule that confirms stakeholders, clarifies roles, and organizes internal engagement and messaging around key project milestones.

C. **Kick-off meeting.** Prepare and conduct a project kick-off with the LT and subject matter experts to clarify project goals, introduce the work plan, prepare for interviews and site tours, and identify key issues to address in this effort.

Assumptions

- MAKERS will support messaging and engagement efforts with materials produced in support of other scoped tasks; no additional materials will be developed to support these internal messaging and engagement efforts.
- This scope excludes external engagement or communication efforts (e.g., with community members).
- The kick-off meeting is assumed to be 90 minutes.
- Mackenzie will attend the kick-off meeting and one prep meeting with MAKERS.

DELIVERABLES

- Kick-off presentation (draft and final)
- Project schedule/engagement plan

1.2 EXISTING CONDITIONS & FUTURE NEEDS

MAJOR TASKS

A. **Background review.** Work with City to compile and review relevant information, including organizational and staffing information, fleet counts, City policies, departmental and citywide plans, property inventories, facility condition information, maintenance records, floor plans, GIS data, capital investment plans, committed capital projects, and comprehensive plan update materials. Assess potential facility impacts of City and state goals and regulatory requirements, including the City's climate action goals, annexation plans, and Washington State's Clean Building Standards.

Assumptions:

- MAKERS will issue information requests to the PT for conveyance to the appropriate point of contact. Where applicable, MAKERS will provide space use worksheets to be completed by staff. The City will provide any relevant new data and necessary background information, including policies, functional plans, facility condition information, maintenance records, known facility needs, capital investment plans, lease agreements, GIS data, existing site and building plans and space use, staffing and vehicle counts, organizational charts, and anticipated staff growth.
- The City will provide future staffing and vehicle count projections to support long-range planning.
- Reconciliation of staff and vehicles counts, staff growth assumptions, and space usage will be limited to one round.
- The level of effort for this task assumes information will be organized in a comprehensive, consolidated, and editable format. If the data requested is unavailable, MAKERS and the PT will work together to develop reasonable assumptions to support decision-making.
- Mackenzie will provide any additional information requests and review relevant background materials.

B. **Interviews**. Prepare for, conduct, and summarize interviews with key stakeholders to discuss current deficiencies, growth projections, potential operational changes, and phasing, funding, and prioritization considerations.

Assumptions:

- No more than 12 interviews will be conducted. Individual interview durations may be adjusted according to the complexity of issues to be discussed but the total duration of all interviews should not exceed 16 hours. Interviews will be conducted virtually.
- The City will be responsible for scheduling interviews.
- Interviews will include coordination with the Deputy City Manager to confirm assumptions of city annexation plans.
- Mackenzie will review interview notes to prepare for facility tours.

C. Facility tours. Tour City facilities to visually assess functionality, capacity to adapt to evolving needs, and workspace quality.

Assumptions:

- Facility tours are assumed to take no more than 36 hours total, assumed to be scheduled over no more than eight workdays, not including travel to Vancouver.
- Some properties may be visited or revisited in the alternatives or recommendations phases of work. These are assumed to occur on the same trips as the Visioning Workshop or an in-person milestone briefing and last no more than four hours.
- Mackenzie will attend up to 36 hours of facility tours and document space use by function.

D. **Needs and opportunities assessment.** Draft needs and opportunities assessment for City review and confirmation. The assessment will address: each department's short-, mid-, and long-term building and site space needs; ideal adjacencies and operational configurations;

property acquisition, sale, trade, and/or redevelopment opportunities; potential partnerships; and other considerations relevant to site selection and future facility investment.

Assumptions:

- The City shall provide staffing and growth projections.
- Existing space use may be estimated at a planning level to identify deficiencies relative to assessed needs. Existing space use will be based on existing documentation and supported by staff markups on available floor plans where needed; no on-site measurements or as-builting will be completed as part of this task.
- Rough-order-of magnitude building and site area square footage assumptions for current or future needs will be developed only where needed to support options analysis in Task 2.1 Alternatives Analysis. These assumptions will be developed at a level appropriate to generate rough-order-of-magnitude cost estimates and support strategic planning and decision-making but will not include detailed programming.
- This effort excludes level-of-service analysis, unless requested by the City with a scope aligned with an authorized use of contingency funds.
- Needs and opportunities assessment findings will provide summary of near- and long-term planning-level facility needs in slideshow format, with supporting spreadsheets containing detailed backup where applicable.
- Findings must be reviewed and approved by the City prior to the commencement of Task 2.1 Alternatives Analysis. Revisions to the needs assessment will be limited to one round.
- Mackenzie will support this task as strategic advisor on facility needs and best practices by reviewing and providing feedback on the draft needs assessment.
- Apex will provide market insight on real estate opportunities, if needed.

E. **Visioning workshop.** Prepare and conduct an interactive in-person visioning workshop with key City leadership and subject matter experts to confirm major findings around facility issues and needs, review relevant trends and best practices, identify planning priorities and decision-making/investment prioritization criteria, and envision the ideal facilities portfolio needed to support City goals, desired services, and future growth.

Assumptions:

- The workshop will be in person and last a maximum of four hours, including breaks.
- Mackenzie will contribute to best practices content, attend one prep meeting with MAKERS, and attend the visioning workshop.

F. **Needs Assessment milestone briefing.** Summarize current conditions, future needs, visioning workshop outcomes, and draft direction for Phase 2 in a presentation. Provide draft to PT, CT, and LT for review; update and finalize presentation based on feedback received and present to Council, if desired.

Assumptions:

- MAKERS will participate in one practice briefing during a regularly scheduled PT progress meeting. MAKERS will make one round of updates to the briefing based on PT, CT, and LT feedback and the practice session.
- The City Council briefing will be in person.

- The City will draft other materials needed for the Council packet; MAKERS will provide feedback if desired.

DELIVERABLES

- Needs assessment summary slides and spreadsheet backup (draft and final)
- Visioning workshop presentation (draft and final)
- Milestone briefing presentation (draft and final)

PHASE 2: IMPLEMENTATION PLAN

2.1 ALTERNATIVES ANALYSIS

MAJOR TASKS

A. **Develop and evaluate alternatives.** Develop alternative concepts for key facility challenges; evaluate benefits and drawbacks associated with function, cost, and phasing. Alternative analysis may explore operational, adjacency, implementation, and/or cost considerations.

Assumptions:

- Areas of focus for alternatives analysis are assumed to include the long-term strategy for Police and Fire facilities in preparation for a future levy or bond, the strategy for use of City Hall given evolving customer service needs (to include exploring dispersed versus consolidated service models), and ancillary public works operations facilities not included in a major ongoing investment project.
- This plan will incorporate Parks facilities plans being explored and developed through a separate project(s).
- MAKERS and Mackenzie will draft alternative concepts proposals for discussion with the PT at a progress meeting.
- MAKERS and the City will work together to tailor the number and complexity of proposed alternatives to the funds available for this task. Alternatives will be approved by the City prior to initiation of concept development and evaluation.
- Mackenzie will develop conceptual floor plans (and site plans if needed) to explore up to 12 alternative concepts approved by the PT and identify the pros and cons of each concept.
- Alternative concepts may explore test-fit scenarios at a planning level appropriate to facilitate decision-making. These scenarios will consider site or building capacity to accommodate total program square footage but will not explore design details. Analysis will not include level-of-service analysis, such as response time mapping.

B. **Estimate costs.** Work with subconsultant team to develop rough order of magnitude cost estimates for alternative concepts. Coordinate with City to confirm soft cost assumptions and estimate total project cost.

Assumptions:

- Mackenzie will provide architectural analysis and coordinate with BCE as a mechanical/electrical resource where needed to support cost development and decision-making.

- ACC will provide planning-level estimates of probable costs for each alternative developed in task 2.1.B. It is assumed these estimates will be refined by the City as projects move forward into design.
- Site development cost estimates will be generic for decision-making purposes and will not reflect specific site characteristics, e.g., stormwater infrastructure requirements or utility service needs.
- ACC will provide suggested construction cost escalation factors to be approved by the City.
- Soft cost markups to be provided and agreed upon by the City.
- ACC will revise per-square-foot cost assumptions up to three times to incorporate comments from MAKERS and/or the City and will participate in up to three virtual meetings with MAKERS and/or the City.
- MAKERS will revise alternative cost estimates one time to incorporate comments from the City.
- Property acquisition feasibility analysis and estimated values and/or sales revenues will be provided by Apex or in consultation with the City's real estate broker.

C. **Alternatives evaluation review meetings.** Conduct worksession(s) with staff and department leadership impacted by key challenges to review draft analysis findings, discuss outstanding questions, and refine relevant details; refine conclusions if needed prior to alternatives evaluation workshop. Review alternatives and costs with City budget/finance experts and the CT to discuss funding strategies confirm feasibility and ensure alignment with the comprehensive plan update.

Assumptions:

- No more than five alternatives evaluation meetings of up to 1.5 hours each are included. Meetings will be virtual. Draft materials will be provided for red-flag review by the PT; extensive revisions are not anticipated by this task's budget.
- Mackenzie will attend up to three review meetings to convey concepts to department leadership.

D. **Alternatives workshop.** Prepare and conduct a workshop with LT to review alternative analysis and confirm preliminary project recommendations, including draft capital project lists.

Assumptions:

- The workshop will be in person and last a maximum of two hours.
- Mackenzie will develop workshop materials to convey their concepts and attend the workshop.

E. **Alternatives milestone briefing.** Summarize Task 2.1 outcomes in a presentation. Provide draft to PT and LT for review; update and finalize presentation based on feedback received and present to Council, if desired.

Assumptions:

- MAKERS and Mackenzie will participate in one practice briefing during a regularly scheduled PT progress meeting.

- MAKERS and Mackenzie will make one round of updates based on PT and LT feedback and the practice session.
- The City Council briefing may be virtual or in person.
- The City will draft other materials needed for the Council packet; MAKERS will provide feedback if desired.

DELIVERABLES

- Alternatives evaluation review meeting presentation(s)
- Alternatives evaluation workshop presentation (draft and final)
- Milestone briefing presentation (draft and final)

2.2 RECOMMENDATIONS & IMPLEMENTATION PLAN

MAJOR TASKS

A. **Draft implementation plan**. Refine recommendations; incorporate into a phased implementation plan that outlines investments and next steps. Include strategies and contingency plans to leverage future opportunities and mitigate potential risks and challenges associated with proposed recommendations.

Assumptions:

- MAKERS and Mackenzie will review alternatives analysis outcomes and confirm recommendations with the PT during a regularly scheduled progress meeting prior to initiating draft recommendations development.
- Mackenzie will update up to six alternative concepts to respond to feedback and prepare recommendations confirmed by the City.
- Recommendations may identify additional study needed, e.g., development of more detailed test fits.

B. **Comprehensive plan and budget/finance coordination.** Review draft implementation plan with the CT to confirm alignment of long-range facilities plan, comprehensive plan land use vision, and comprehensive plan capital facilities element; update as needed. Review with City budget/finance experts to confirm feasibility and confirm most promising financing options. Refine as needed; include strategies to adapt to future dynamic funding conditions.

Assumptions:

- MAKERS will revise cost estimates with support from ACC to incorporate comments from the City.
- City leadership, Finance, and budget experts will collaborate with MAKERS to refine funding assumptions and align the phasing strategy.

C. **Draft Implementation Plan milestone briefing.** Summarize draft implementation plan. Provide draft presentation to PT and LT for review; update and finalize presentation based on feedback received and present to Council.

Assumptions:

- MAKERS will participate in two practice sessions, one during a regularly scheduled PT progress meeting and one scheduled separately with the LT; these meetings will be virtual. The City Council briefing may be virtual or in person.

- MAKERS will make one round of updates to the briefing based on PT feedback and the practice session.
- The City will draft other materials needed for the Council packet; MAKERS will provide feedback if desired.

D. **Final briefing.** Prepare final briefing to summarize the project and respond to Council feedback. Provide draft presentation to PT for review and PT convenance to the LT if needed; update and present to Council.

Assumptions:

- MAKERS will participate in one practice session during a regularly scheduled PT progress meeting. These meetings and the Council briefing will be virtual.
- MAKERS will make one round of updates to the briefing based on PT feedback.
- The City will draft other materials needed for the Council packet; MAKERS will provide feedback if desired.

E. **Draft, pre-final, and final plan.** Incorporating feedback from the draft implementation plan milestone briefing, compile key outcomes into a report. Update to respond to feedback, issue pre-final plan to confirm updates with City, and finalize report.

Assumptions:

- Mackenzie will coordinate with MAKERS to package their work and update to respond to MAKERS feedback and City feedback. Mackenzie will provide materials in a format compatible to embedding into MAKERS preferred template.
- City comments on the prefinal deliverable should be limited to error correction, mistakes in addressing initial comments, and/or critically important updates to ensure the success of the project.

DELIVERABLES

- Milestone briefing presentations (draft and final)
- Draft, prefinal, and final report

OVERALL ASSUMPTIONS

- The project schedule is based on the assumptions outlined below with respect to City scheduling, review, and response times. Extended review and response periods and meeting scheduling delays may impact the overall project schedule.
- The City will be responsible for organizing meetings and facility tours, reserving rooms, and sending all meeting invites. Schedule adherence will require the City to schedule meetings within target timeframes.
- The City will endeavor to provide requested information within one week from the date of request. MAKERS will notify the City of information requests as they arise to ensure the City has the maximum amount of time to respond to requests. MAKERS will work with the City to mitigate schedule impacts where information requests take longer to fulfill.
- The City shall keep MAKERS apprised of parallel planning efforts of consequence to this project. New information shall be provided to MAKERS as soon as feasible. If new information impacts the content of a substantially developed work product, MAKERS

will endeavor to incorporate it into the final work product, if possible, given available budget.

- MAKERS will provide up to two versions (draft and final) of deliverables except where indicated in the scope of work.
- The PT will distribute applicable deliverables for review and coordinate/consolidate comments received. City reviews of deliverables other than the final report are assumed to occur within one week.
- City reviews and comment consolidation of the draft report are assumed to occur within three weeks. City reviews and comment consolidation of the prefinal report are assumed to occur within two weeks.

ATTACHMENT "B":

Fee Proposal

City of Vancouver Long-Range Facilities Plan
Fee Proposal

		MAKERS	Mackenzie	ACC	Apex	Total
Phase						
0	Project Administration	22,680	16,262			38,942
1	Needs Assessment	98,290	31,746			130,036
2	Implementation Plan	128,790	44,681	16,000	8,000	197,471
	Expenses	13,000	500			13,500
	Contingency					20,000
	TOTAL	**262,760**	**93,189**	**16,000**	**8,000**	**399,949**

CONSULTANT HOURLY RATES

Staff	Hourly Rate
MAKERS	
Partner-in-Charge (Julie Bassuk)	$250.00
Project Manager (Cecilia Roussel)	$190.00
Deputy Project Manager	$150.00
Senior Planner/Architect/LA	$175.00
Planner/Designer	$135.00
Planning/Graphics Support	$120.00
Administrative	$120.00
Mackenzie	
Partner-in-Charge	$287.00
Project Manager	$195.00
Project Architect	$142.00
ACC	
Principal	$209.00
Senior Estimator	$166.00
Estimator	$113.00

Mechanical Estimator	$180.00
Electrical Estimator	$166.00
Apex	
Nathan Sasaki	$255.00
Wes Mallard	$105.00
Brianna Hill	$85.00
Administrative	$68.00
Financial Analysis	$60.00
Market Research	$60.00

Staff Report: 158-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Interlocal Agreement - City of Vancouver and Clark County for GIS Data Sharing and Related Services

Key Points

- Replaces 2018 interlocal agreement with Clark County for Geographic Information Systems (GIS) data and services with an updated, lower cost agreement.
- Agreement cost is now capped at 100,000 parcels and 200,000 utility customers.
- Provides access to GIS data, services, and solutions that would otherwise cost the City more than $500,000 annually.
- The updated agreement includes safeguards for sensitive and confidential data and improves data sharing processes.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
For more than 25 years, the City has partnered with Clark County via interlocal agreements to purchase Geographic Information Systems (GIS) data and services. The most recent agreement is from 2018. This update to the 2018 agreement results in cost savings for the City, caps the growth of future costs, has provisions for securing sensitive data, and provides for more efficient data sharing processes.

Advantage(s)

1. Reduces agreement cost and caps future cost increases.
2. Improves data security.
3. Streamlines data sharing processes.

Challenge(s)
None

Budget Impact
The estimated 2024 annual cost of the Clark County GIS Interlocal Agreement is approximately $92,000. This is a reduction of $16,000 from the 2023 agreement cost. Current appropriations are sufficient to cover anticipated expenditures.

Prior Council Review
Staff Report No. 195-18: Interlocal Agreement with Clark County for GIS program coordination, cooperative GIS data sharing, and other services.

Action Requested
Authorize the City Manager, or designee, to execute the Interlocal Agreement for GIS data and services with Clark County, which will supersede prior GIS-related agreements with Clark County.

Staff Contact
Amandeep Singh, GIS and Data Manager, Aman.Singh@cityofvancouver.us

Attachments:
1. Vancouver Clark County GIS ILA 2024

INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF GEOGRAPHIC INFORMATION SERVICES

BETWEEN

CLARK COUNTY, WASHINGTON

AND

CITY OF VANCOUVER, WASHINGTON

THIS IS AN INTERLOCAL AGREEMENT ("Agreement"), entered into this ____ day of _____, 2024, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation (the "City") and Clark County, Washington, a political subdivision of the State of Washington (the "County") related to geographic information services. The City and the County are each a "Party" and together, the "Parties".

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public entities may contract with one another to perform government services that each entity is authorized by law to perform provided that the Agreement is authorized by the governing body of each Party to the Agreement; and

WHEREAS, the County has developed a regional Geographic Information System ("GIS") and has invited all jurisdictions within the County to join the regional GIS; and

WHEREAS, the County develops, maintains, stores and provides electronic access to over 500 data layers in the regional GIS by way of computer systems, intranet services and computer applications; and

WHEREAS, the County and the City entered into an Interlocal Agreement on February 12, 2019 for general fund-related GIS, which the Parties will terminate in connection with entering this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

SECTION 1: BACKGROUND

The purpose of this Agreement is to provide for the City and the County's joint use and sharing of certain services and expenses relating to the GIS. This Agreement supersedes and replaces the Parties' Interlocal Agreement for the Operation and Maintenance of Geographic Information Services, dated effective February 12, 2019.

SECTION 2: DURATION OF AGREEMENT

A. This Agreement is effective on the last date the Agreement is signed by the County and the City and will remain in effect until either Party terminates this Agreement, as described below.

B. A Party may terminate this Agreement upon thirty (30) days written notice to the other Party, effective thirty (30) days after actual delivery of written notice.

C. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the mailing address specified under Section 14 below.

SECTION 3: SUBSCRIPTION FEES

The City shall pay to the County an annual subscription fee for the services stated in Section 4 of this Agreement. The annual subscription fee shall be calculated by combining the results of items A and B together.

A. Number of parcels within the City of Vancouver's incorporated area.
    i. $1.00 per parcel for 1 to 50,000 parcels
    ii. $0.50 per parcel for 50,001 to 100,000 parcels
    iii. No additional fees for 100,001 or more parcels

B. Number of City of Vancouver's combined water, sewer, and surface water utility customer accounts.
    i. $0.25 per customer account for 1 to 100,000 accounts
    ii. $0.125 per customer account for 100,001 to 200,000 accounts
    iii. No additional fees for 200,001 or more customer accounts

The City will provide the number of utility customer accounts to the County in October of each year. This information will be used to calculate the subscription fee due in December of the same year. Subscription fees are due by the end of December of each calendar year or upon receipt of invoice from the County. The annual subscription fee may be modified by written agreement between the Parties for any subsequent term of this Agreement.

SECTION 4: SERVICES PROVIDED BY THE COUNTY

The subscription fees pay for delivery of the following services to the City; which are summarized as:

- Cooperative GIS data sharing as determined by the County and the City.
- Cooperative GIS projects as determined by the County. Such GIS projects include, but are not limited to, the development, support, enhancement, and maintenance of GIS-based solutions and services.

A. The County shall provide the City with access to the County's library of published GIS data. Access to sensitive or restricted data within the County's published GIS data library will require the City to obtain approval from the original source of the data or a data sharing agreement, as may be required by RCW 39.34.240. The Parties agree no category 3 or higher data will be shared under this Agreement and if the Parties desire to share category 3 or higher data they will enter a data sharing agreement pursuant to RCW 39.34.240. Access to the County's library of published GIS data will be provided primarily through an ArcGIS Online Partnered Collaboration portal managed by the Parties' GIS administrators and secondarily through other standard methods of secure file transfer such as SFTP. The County will not provide hardware or software that might be necessary for connecting,

reconnecting, or modifying the City's access to the ArcGIS Online Partnered Collaboration portal under this Agreement.

B. The Parties shall establish and update as necessary cooperative and efficient methods for the maintenance of GIS data that meets the Parties' business needs.

C. The County shall grant the City a license to allow all City staff access to the County's Premium GIS website in compliance with any applicable third-party terms.

D. The County shall provide the City with GIS related technical support during the County's operating business hours, which will be prioritized among the County's GIS workload.

E. The County shall provide City-specific GIS services on a fee-for-service basis as requested by the City. County staff time spent on project management, planning, development, training and enhancements to such City projects will consume credit hours or be subject to additional fees. The County shall provide one hundred and twenty (120) hours of credit annually towards GIS fee-for-service billable time during each year of this Agreement, beginning on the effective date. The County will charge City its published GIS hourly rates for its staff time after the one hundred and twenty (120) credit hours have been used. GIS hourly rates are updated annually, approved by the State Auditor, and are published on the County's GIS website. The City may audit the County for all financial records pertaining to GIS services and corresponding fees charged to the City. The County Manager or their designee may approve scopes of work and remuneration. City projects will be prioritized among the County's GIS workload and County will communicate its level of prioritization to City at its regular quarterly meeting.

F. The County shall provide GIS system administration and database administration for City data stored on the County's GIS servers. The County will employ appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City data and will enact safeguards that are compliant with industry best practices for the specific City data stored on the County's GIS servers.

G. The County will make the GIS system available 24/7 subject to the following exceptions:

i. The County's GIS servers are taken offline on a regular basis during evenings and weekends for regularly scheduled maintenance processes. Regular maintenance will prevent access to the GIS feature services. The County will make every effort to notify the City of planned outages. The County is not obligated to change its practices to minimize or eliminate these outages to support the City's application or other business needs.

ii. The County is not responsible for providing support during non-business hours.

iii. The County does not monitor GIS web service availability during non-business hours.

SECTION 5: CITY RESPONSIBILITIES

A. The City shall work with the County to provide specific data as requested by the County in a mutually acceptable format subject to any requirements stated in Section 4A above.

B. The City grants the County a non-exclusive license to use its non-confidential, non-exempt GIS data as open public records, unless data is documented in writing as confidential and exempt from public disclosure.

C. The City shall submit to the County an annual subscription payment established by this Agreement under Section 3.

SECTION 6: DISPUTE RESOLUTION

A. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the Parties' designated representatives will confer in good faith to try to amicably resolve the dispute within ten business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the City Manager and the County Manager for resolution. The decision of the City Manager and County Manager regarding the dispute shall be final as between the Parties.

B. If the City Manager and County Manager are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. Both Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

C. The Parties may bring any claim regarding this Interlocal Agreement in Superior Court in Clark County if they are unable to resolve the dispute under Section 6A or 6B. The Parties will pay their own costs and fees, including attorney's fees related to any Superior Court claim.

SECTION 7: HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its elected and appointed officials and officers, employees, volunteers and agents from any and all third-party liability, demands, claims, causes of action, suits or judgments, arising out of, or in connection with, or incident to, a default in the performance of their respective obligations under this Agreement. The indemnified party may participate in any claim with counsel of its choosing at its cost. Neither party will settle any claim that affects the rights of the indemnified party without prior written consent of the indemnified party.

SECTION 8: ASSIGNMENT

Neither Party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

SECTION 9: NO THIRD-PARTY BENEFICIARY

There are no third-party beneficiaries to this Agreement.

SECTION 10: NO EMPLOYER/EMPLOYEE RELATIONSHIP

The Parties are independent contractors as to each other. This Agreement does not create a partnership or any relationship of employer and employee or principal and agent between the County and the City, or between any of the County's employees or the City's employees.

SECTION 11: DISPOSITION OF GIS DATA UPON TERMINATION OF AGREEMENT

A. The County will provide copies of non-sensitive GIS databases upon termination, including SIDARS (Scanned Images & Documents Archival and Retrieval System) related data, and return any City data provided under this Agreement. However, the County will not provide copies of databases that were received from other, third party agencies that include restrictions of use set by those agencies (such as endangered species, archeological sites, Clark Public Utilities, or any other agency that has placed restrictions of use on their data), sensitive or proprietary databases that are integrated with GIS databases (such as the Clark County Assessor's database, which is not a GIS database and has a proprietary database structure).

B. Upon termination, the County will no longer be responsible for maintaining any data products designed for the City. The City is entitled to keep all data acquired under this Agreement that is stored on City owned computers, servers and databases.

SECTION 12: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with respect to the subject matter and supersedes all other agreements or discussions, whether written or oral in nature.

SECTION 13: AMENDMENT

The provisions of this Agreement may be amended with the mutual written consent of the Parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

SECTION 14: NOTICES

Notices to the City that pertain to this Agreement shall be sent to:

Vancouver City Manager
P.O. Box 1995
Vancouver, WA 98668-1995

Notices sent to the County that pertain to this Agreement shall be sent to:

Clark County Manager
1300 Franklin Street
P.O. Box 5000
Vancouver, WA 98666-5000

SECTION 15. DOCUMENT EXECUTION AND FILING

This Agreement may be executed in counterparts, which together shall constitute a single Agreement. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

CLARK COUNTY

By:_____
Kathleen Otto
County Manager

Approved as to form:

Anthony F. Golik
Prosecuting Attorney

By:_____
Stephen Archer
Deputy Prosecuting Attorney

CITY OF VANCOUVER

By:_____
Eric Holmes
City Manager

Attest:

By:_____
Natasha Ramras
City Clerk

Approved as to form:

By:_____
Tricia Juettemeyer
Assistant City Attorney

Staff Report: 159-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Interagency Agreement - The City of Vancouver and the Evergreen School District to Provide Law Enforcement Services at District Events

Key Points

- The Evergreen School District has requested the Police Department to provide scheduled, on-site law enforcement services at special District events such as graduations, athletic contests, dances, and theater productions.
- The Evergreen School District requires a signed interlocal agreement with the City of Vancouver, so the District can pay for police services rendered.
- The interlocal agreement allows the City of Vancouver to bill for full cost recovery.
- Police services provided will be within the city limits of Vancouver.
- The requests made by the Evergreen School District for law enforcement services at special events will be offered to Vancouver Police officers on a voluntary over-time basis. Police services at such events will be provided as resources allow.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
The Vancouver Police Department no longer contracts with the Evergreen School District for School Resource Officers. The District has requested the City of Vancouver enter this interlocal agreement to request on-site law enforcement services for District events such as graduations, athletic events, dances, theater productions and other similar events.

Advantage(s)
The City of Vancouver will fully recover costs for scheduled, on-site law enforcement services provided for the Evergreen School District.

Challenge(s)
None

Budget Impact
None. The Evergreen School District will reimburse the City of Vancouver for police services rendered. The annual revenue estimate is approximately $5,000 annually.

Prior Council Review
None

Action Requested

Authorize the City Manager, or designee, to execute the Interagency Agreement Between the City of Vancouver and the Evergreen School District Relating to Law Enforcement Services Provided at Special Events.

Staff Contact

Daphine Harris, Finance and Logistics Supervisor, Jeff Mori, Police Chief,
daphine.harris@cityofvancouver.us, jeff.mori@cityofvancouver.us

Attachments:

1. Interlocal Agreement Between City of Vancouver and Evergreen School Dist 2024-25
2. Agreement For Services VPD 2024-25

INTERLOCAL AGREEMENT BETWEEN CITY OF VANCOUVER AND EVERGREEN SCHOOL DISTRICT NO. 114 FOR POLICE OFFICERS AT DISTRICT SPONSORED EXTRACURRICULAR EVENTS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the City of Vancouver (the "City"), a Washington state municipal corporation, and the Evergreen School District No. 114 (the "District"), a Washington state municipal corporation. The City and the District are sometimes referred to individually as a "Party" or together as the "Parties."

RECITALS

WHEREAS, the Parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW); and

WHEREAS, the District desires to utilize the City's law enforcement services to provide safety and help maintain a positive environment for everyone at any District sponsored extracurricular event ("District Event"), which includes but is not limited to athletic events, dances, graduations, concerts, theater productions, and similar events; provided that the District Event occurs within the City limits; and

WHEREAS, for the mutual benefit of the Parties, it is convenient and economical for the Parties to enter into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Purpose.

The purpose of this Agreement is for the City to periodically assign police officers ("officers") to the District to provide law enforcement services at a District Event in order to provide safety and help maintain a positive environment for everyone. The officers assigned under this Agreement by the City are not "safety and security staff" or "school resource officers" as those terms are defined in RCW 28A.320.124.

2. Duration and Termination.

2.1 This Agreement shall become effective upon the full execution by the Parties; and the recording of this Agreement with the Clark County Auditor, or alternatively the posting of this Agreement to each Party's website.

2.2 This Agreement shall remain in effect until terminated as provided for herein.

2.3 Either Party may terminate the Agreement for any reason, with or without cause, by giving thirty (30) calendar days written notice thereof to the other Party.

2.4 Notice of intent to terminate or termination of this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

3. Services.

3.1 The District shall notify the City's Chief of Police no later than seven (7) calendar days prior to the District Event of the number of police officers that the District is requesting to be assigned to the District Event. The District is under no obligation to request officers be assigned to a District Event.

3.2 The City has the authority to assign the number of officers that it deems, in its sole discretion, appropriate for the District Event and based upon the City's needs. The City is under no obligation to assign officers to a District Event. Approval of the District's request for officers will be based upon factors that include, but are not limited to, the City's workload, availability of officers, and the law enforcement needs of the City.

3.3 The City shall prohibit any employee of the City from working at a public school who has contact with children at a public school during the course of their employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The City shall engage in due diligence to learn whether any of such employees have pled guilty or been convicted of any such crime and shall require their employees to self-report to the City any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by the District, notwithstanding any other provision in this Agreement.

4. Compensation.

4.1 In consideration of the services provided herein by the City, the District shall pay the City $98.81/hour (overtime rate calculated each calendar year and will be shared with Safety Dept if/when rate changes) per assigned officer for each District Event that services are provided under this Agreement. The cost of services provided herein is a reasonable estimate of the expenses incurred by the City for each officer's wages, benefits, and taxes.

4.2 The hourly rate for the assigned officers will be reviewed on a yearly basis beginning January 1, 2024 and every January 1st thereafter, to determine if the amount should be increased based upon the City's then estimated expense for an officer's wages, benefits, and taxes. The new hourly rate, if any, shall go into effect each September 1st beginning September 1, 2023. The new hourly rate, if any, shall be acknowledged in writing and signed by both Parties.

4.3 The City shall invoice the District on a monthly basis. The District shall pay the invoice within thirty (30) calendar days of the invoice being sent to the District.

5. Administration.

5.1 No separate legal or administrative entity is created by this Agreement.

5.2 For purposes of RCW 39.34.030(4)(a), the administrators of this Agreement shall be the Chief of Police for the City and the Superintendent for the District.

5.3 The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City: City of Vancouver
Attn: City Manager
415 West 6th Street
Vancouver, WA 98660

With a copy to: City of Vancouver
Attn: Police Chief
605 East Evergreen Boulevard
Vancouver, WA 98661

District: Evergreen School District No. 114
Attn: Superintendent
13501 N.E. 28th Street
Vancouver, WA 98682

6. Financing, Budget, and Expenses.

No separate budget or financing method is created by this Agreement.

7. Property.

The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

8. Maintenance and Audit of Records.

8.1 Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. Records created by the officers shall be records of the City and shall be maintained by the City. Records created by the District shall be records of the District and shall be maintained by the District.

8.2 These records shall be subject to inspection, review, and audit by either Party, the Washington State Auditor's Office, or any other entity as required by law.

8.3 Each Party shall retain all such books, records, documents, and other materials for at least the applicable retention period under federal and Washington state law.

9. Legal Relations.

9.1 The City and the District are separate and independent governmental entities in all respects. The City and the assigned officers shall have the status of an independent contractor for purposes of this Agreement. The officers assigned to the District shall be considered to be employees of the City and shall be subject to the City's control and supervision. The assigned officers will be subject to current procedures in effect for City of Vancouver police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

9.2 Nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third-party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.

10. Enforcement.

10.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree that before taking any court action or seeking any other legal remedy, the Parties' authorized contact persons listed in Section 5.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

10.2 If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that legal action, arbitration, or other proceeding.

10.3 This Agreement shall be governed exclusively by the laws of the State of Washington. Venue for any legal action shall be in the Clark County Superior Court.

11. Applicable Laws.

The Parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

12. Interpretation.

12.1 This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

12.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment

by either Party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Party.

13. Indemnification.

13.1 The City agrees to defend, indemnify, and hold harmless the District and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the sole actions of the District.

13.2 The District agrees to defend, indemnify, and hold harmless the City and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the sole actions of the City.

14. Waiver of Breach.

The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

15. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

16. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions, and conditions of this Agreement are declared severable.

17. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Clark County Auditor, or posted to each Party's website.

18. Entire Agreement.

This Agreement contains all the terms and conditions agreed upon by and between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any modification of this Agreement must be in writing and executed by both Parties. This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

IN WITNESS WHEREOF, the City of Vancouver and the Evergreen School District No. 114 have executed this Agreement on the dates below.

CITY OF VANCOUVER	EVERGREEN SCHOOL DISTRICT NO. 114
_____ **Chief of Police** Date: _____ _____ **City Manager** Date: _____	_____ **Superintendent: Christine Moloney** Date: _____
Attest: _____ _____**, City Clerk** **Approved as to form:** _____ _____**, City Attorney**	

EVERGREEN PUBLIC SCHOOLS
CONTRACTUAL SERVICES AGREEMENT

This agreement is made between Evergreen Public Schools ("District") and the below-named contractor ("Contractor). Whereas the District requires the Contractor's Services; and whereas, the Contractor's education and/or expertise qualify the Contractor to perform specified services; it is agreed that the Contractor will provide the services listed in section 13.

1.0 Payments: All payments of compensation to the Contractor shall be conditioned upon submission of invoices which support the performances of services rendered as per this Agreement. Performance shall be to the satisfaction of the District, but payment shall not be unreasonably withheld. Payment terms shall be Net 30.
- 1.1: Any expense(s) over and above the amount in section 17.2, that is/are necessary to the Contractor's satisfactory performance of this Agreement shall be borne in full by the Contractor.

2.0 Prohibition Against Assignment: Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

3.0 Contractor Restrictions: To the extent the Contractor performs services at a public school and has contact with children at such school, Contractor shall prohibit those persons who have pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction, from providing such services. Any violation of this section shall be grounds for the District to immediately terminate this Agreement (See RCW 28A.400.330).

4.0 Indemnification: Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the Contractor's or his/her employee's performance or failure to perform duties pursuant to this Agreement shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the District and its employees from and against any and all claims, losses, damages, liabilities, costs, and attorney's fees, arising out of or in any way connected with the Contractor's performance or failure to perform under this Agreement.

5.0 Insurance: The Contractor(s) shall provide the District with a certificate of insurance, with District named as additional insured, and issued by a company currently licensed to do business in the State of Washington, for the following amounts: Public Liability: $1,000,000 per person, $1,000,000 per occurrence, $1,000,000 property damages

Said certificate shall be received at the District contact no later than three business days prior to start date of Agreement.

6.0 Termination: This Agreement may be terminated by the District or any designee thereof, any time, with or without reason, upon written notification thereof to the Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight of the second day following the date of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by Contractor by mail or other means at an earlier date and/or time.

7.0 Applicable Law: This Agreement shall be governed by the laws of the State of Washington.

8.0 Conflict of Interest: The Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty in whole or part pursuant to this Agreement to the extent participation is prohibited by RCW 42.23 Code of Ethics.

9.0 Suspension and Debarment: The Contractor hereby certifies that they have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. Contractor fully understands that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for termination of agreement for cause.

10.0 Whole Agreement: This Agreement, and any documents associated by reference herein, are the complete and exclusive statement of the Agreement between the parties relevant to the purpose described in section 13.0 and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties related to the subject matter of this agreement. If any clauses between documents are in conflict, those within this Agreement shall prevail. No modification of this Agreement will be binding on either party, except as written addendum signed by an authorized agent of both parties.

11.0 Nondiscrimination: The District is an equal opportunity employer. By entering into this Agreement, Contractor assures the District that Contractor complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, age, marital status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

12.0 Severability: Each numbered clause of the Agreement stands independent of all other numbered clauses. If any clause of this Agreement or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total agreement; only clauses judged invalid shall become null and void.

13.0 Purpose: The purpose of this Agreement shall be to:
To assign law enforcement to the district to provide law enforcement services at a district event to maintain a positive environment for everyone.

14.0 Terms of Agreement: This Agreement shall be effective from September 1, 2024 to August 31, 2025 PROVIDED that in no case shall the Agreement become effective prior to the date upon which the signatures of all parties have been subscribed hereto.

15.0 Contractor Responsibilities: The Contractor shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Agreement. Contractor agrees to comply with all applicable laws, orders, rules, regulations, and ordinances including, if applicable, those relating to student data privacy and security. The Contractor shall perform the following duties to the satisfaction of the District.

- **15.1** See attached agreement
- **15.2**
- **15.3**

16.0 Location: ■On District Property | ☐On Contractor's Property | ☐Virtual | ■Other Venue

17.0 District Responsibilities:

- **17.1** The District shall compensate the Contractor: ☐Per Hour: $ _____ | ☐Not to Exceed: $ 5000 | ☐Total of: $ _____
- **17.2** Compensation shall cover the following expenses: See agreement
Coverage at district sites, as well as district sponsored events at alternate venues.

18.0 Certification: Contractor certifies by signing below neither owner or signer of the agreement are employees of the District.
This Agreement is between the parties identified below. The Contractor and the District hereby agree to all provisions of this Agreement.

District	Contractor
EVERGREEN PUBLIC SCHOOLS **PO Box 8910, Vancouver, Washington 98668-8910** **(360) 604-4000** 2024-1343.FSA.B Fiscal Services Approval Code	**Name:** City of Vancouver **Address:** PO Box 8995 Vancouver, WA 98668-8995 **Phone:** **Tax ID #:** 91-6001288 **WA UBI #:**
District Representative - Printed Name	Contractor/Representative Printed Name
Jenae Gomes	
District Representative -Title	Contractor/Representative - Title
Chief Operations Officer	Chief of Police
District Representative - Signature	Contractor/Representative - Signature
Date	Date

Submitter to Fill

Encumbrance: _____ District Contact Person: Bridget Beaudoin/Shane Gardner

Account #: 0100.35.7346.0870.0000.0200.0

Fiscal Services to Fill

Agreement #: _____ P.O. #: _____ Board Approval Required? YES ☐ NO ☐

Staff Report: 160-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject

Interagency Agreement - The City of Vancouver and Washington Traffic Safety Commission to Provide Funding for the Traffic Safety Grant Phlebotomy Program

Key Points

- The Phlebotomy Program will reduce delays in obtaining a blood draw from a subject following an impaired driving arrest.
- An officer's wait time will be reduced by not having to wait for the next available room and allowing officers to get back to patrol quicker.
- No local match required.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

Drug and alcohol impaired driving has persistently been involved in at least half of fatal crashes for decades. Since 2012, poly-drug driving (driving under the influence of two or more substances) has been increasing and is currently the most common type of driver impairment involved in fatal crashes. The most common substance involved in impaired driving continues to be alcohol, whether alone or in combination with other drugs. Cannabis is the second most common drug identified in impaired drivers involved in fatal crashes in Washington.

Currently, in Clark County, there are two hospitals: PeaceHealth Southwest Medical Center and Legacy Salmon Creek Medical Center. Both hospitals are understaffed and overburdened. If an officer brings in person for a blood draw, the current wait time is between 1 hour and 3 hours depending on how busy the emergency room is at the time. There is no system in place to route the officers to the front of the line or through an expedited process. The officers must wait in the same line as anyone else entering the emergency room.

The other option is requesting an American Medical Response (AMR) supervisor respond to the officer's location to perform the blood draw. AMR supervisors are rarely available to perform blood draws and their response time is over an hour.

The evidence inside a person's blood is very important to holding them accountable for their actions and obtaining justice for any victims who may have been injured and had their property damaged by an impaired driver. This evidence also dissipates with every passing minute before it is obtained. Long delays in the blood draw can create a scenario where low levels of alcohol or a drug might be detected or there is a chance that the alcohol or drug is completely out of the person's blood by the time the blood draw is completed.

An opportunity for improvement is to certify officers to become phlebotomists. This would alleviate the burden placed on the hospitals. It would also lessen the delay in obtaining the blood in most cases. If a phlebotomist is available to respond, the blood draw might be completed in minutes rather than hours after the impaired driver is stopped.

Currently, the Clark County Sheriff's Office is the only law enforcement agency in the region that has blood draw officers. Due to the increase of impaired drivers, there is a higher demand to draw blood of drivers suspected of DUI, and fewer options to have blood drawn.

The Phlebotomy Grant will provide $20,000 in overtime reimbursement for officers called out to perform blood draws and $15,000 for sterile equipment, syringes, safety equipment, labels, Phlebotomist's re-certification costs, and other necessary materials, for a total award of $35,000.

Advantage(s)

- Reduce the burden at local hospitals by having certificated officers complete blood draws.
- Blood draws take place in minutes versus hours after an impaired driver is identified.
- Allows officers to get back to patrol quicker.

Challenge(s)
None

Budget Impact
There is no local funding match, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget process.

Prior Council Review
None

Action Requested
Authorize the City Manager, or designee, to execute an interagency agreement with Washington Traffic Safety Commission to provide overtime reimbursement, certifications, and equipment to support the Phlebotomy Program.

Staff Contact
Daphine Harris, Finance and Logistics Supervisor, daphine.harris@cityofvancouver.us

Attachments:
1. State IAA-2025-ST-5347-Clark County Regional Phlebotomy Program (002)

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Vancouver Police Department

2025-ST-5347-Clark County Regional Phlebotomy Program

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Vancouver Police Department, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding for traffic safety grant project 2025-ST-5347-Clark County Regional Phlebotomy Program.

2. PERIOD OF PERFORMANCE
The period of performance of this Contract shall commence upon the date of execution by both Parties or July 01, 2024, whichever is later, and remain in effect until June 30, 2025, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this

project, the SUB-RECIPIENT must contact the WTSC Program Manager immediately and discuss a potential amendment. All State regulations will apply.

3.1 SCOPE OF WORK
3.1.1 Problem ID and/or Opportunity

Drug and alcohol impaired driving has persistently been involved in at least half of fatal crashes for decades. Since 2012, poly-drug driving (driving under the influence of two or more substances) has been increasing and is currently the most common type of driver impairment involved in fatal crashes. The most common substance involved in impaired driving continues to be alcohol, whether alone or in combination with other drugs. Cannabis is the second most common drug identified in impaired drivers involved in fatal crashes in Washington.

Currently in Clark County there are two hospitals: PeaceHealth Southwest Medical Center and Legacy Salmon Creek Medical Center. Both hospitals are understaffed and overburdened. If an officer brings in person for a blood draw, the current wait time is between 1 hour and 3 hours depending on how busy the emergency room is at the time. There is no system in place to route the officers to the front of the line or through an expediated process. The officers must wait in the same line as anyone else entering the emergency room.

The other option is requesting an American Medical Response (AMR) supervisor respond to the officer's location to perform the blood draw. AMR supervisors are rarely available to perform blood draws and their response time is over an hour.

The evidence inside of a person's blood is very important to holding them accountable for their actions and obtaining justice for any victims who may have been injured and had their property damaged by an impaired driver. This evidence also dissipates with every passing minute before it is obtained. Long delays in the blood draw can create a scenario where low levels of alcohol or a drug might be detected or there is a chance that the alcohol or drug is completely out of the person's blood by the time the blood draw is completed.

An opportunity for improvement is to certify officers to become phlebotomists. This would alleviate the burden placed on the hospitals. It would also lessen the delay in obtaining the blood in most cases. If a phlebotomist is available to respond, the blood draw might be completed in minutes rather than hours after the impaired driver is stopped.

Currently, the Clark County Sheriff's Office is the only law enforcement agency in the region that has blood draws officers. Due to the increase of impaired drivers, there is a higher demand to draw blood of drivers suspected of DUI, and fewer options to have blood drawn.

3.1.2 Project Purpose and Strategies

The Vancouver Police Department is ready to begin a phlebotomy program and has selected 3 officers to obtain their phlebotomist certification. The Vancouver Police Department has 3 medics who have already been certified through Washington State to perform blood draws. These 3 medics would begin blood draws immediately. Additional officers within Vancouver Police Dept. and Clark County Sheriff's Office are to be selected and trained later this year or early in 2025. The overall goal would be to continually recruit and train new blood draw officers each year.

The main purpose of this project is to reduce the delays in obtaining a blood draw from a subject following an impaired driving arrest. This project will address this purpose by having officers trained in phlebotomy and available to respond to perform blood draws when requested by other officers.

There are secondary purposes such as reducing any chain of custody issues, or issues with hospital staff not being available for court hearings. An important piece of the blood draw is the chain of custody of the vials from the law enforcement officer to the hospital staff, and then back to the officer. If the hospital staff is not available to testify, this could create a chain of custody issues. Some hospitals do not pay their staff for court appearances so testifying can create a hardship for that individual staff member if they must choose to work to be paid or appear in court and not be paid.

The Clark County Regional Phlebotomy program is committed to traffic safety within Clark County. The law enforcement agencies within Clark County include the Clark County Sheriff's Office, Vancouver Police Department, Ridgefield Police Department, Battle Ground Police Department, Washougal Police Department, and Camas Police Department. This program will be provided to any of the agencies within Clark County and will allow them to organize and support a phlebotomy program. The regional program will provide support to each individual law enforcement agency that wishes to participate.

3.2 PROJECT GOALS

1) Establish the Clark County Regional Phlebotomy Program and train and deploy up to 12 Certified Phlebotomy Law Enforcement Officers by June 30, 2025.
2) Have 3 law enforcement phlebotomy sites fully supplied by June 30, 2025.
3) Create public awareness about the Phlebotomy program through proactive community engagement, positive norms messaging and geo-targeted media by June 30, 2025.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as

listed in clause 32, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION
3.3.1 The cost of accomplishing the work described in the SOW will not exceed $35,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7 All equipment purchased with this grant must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its

status to WTSC each year when requested.

3.3.8 Equipment is defined as any asset with a useful life greater than one year AND a unit cost of $5,000 or greater, and small and attractive assets.
Small and attractive assets are the following if they a unit cost of $300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of $1,000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4. PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: $35,000.00

APPLICABLE STATE TERMS AND CONDITIONS:

4. ACTIVITY REPORTS
The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB- RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement

shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. SUBCONTRACTING REQUIREMENTS
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable state and local law, including but not limited to procurement law, rules, and procedures.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of

this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE
15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if

required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC and the Office of the State Auditor. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the

Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC’s discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY
While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES
All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS
30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management

practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to Contractor or subcontractor, or that

thereafter become due, an amount for damages Contractor or subcontractor will owe WTSC for default under this provision.

32. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

33. DESIGNATED CONTACTS
The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Sean Donaldson sean.donaldson@cityofvancouver.us 360-524-1906	Penny Rarick prarick@wtsc.wa.gov 360-725-9868 ext.

34. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Vancouver Police Department

_____
Signature

_____

Printed Name

_____

Title

_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____

Signature

_____

Printed Name

_____

Title

_____

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	OT costs for officers called out to perform blood draws	$20,000.00	0%	$0.00	$20,000.00
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services	and training/certification costs	$15,000.00	0%	$0.00	$15,000.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$35,000.00		$0.00	$35,000.00

Employee salaries and benefits:
Overtime costs for officers called out to perform blood draws.
Benefit reimbursement is limited to :
FICA
Medicare
Any portion of L&I that is paid by the employer,
Retirement contributions paid by the employer can be included if the contribution is based on a percentage of their hours worked.

Goods and Services: Restraint-style phlebotomy chairs, mobile cart to store phlebotomy supplies, and locking cabinets. Blood draw supplies to include sterile equipment, syringes, safety equipment, labels, and other necessary materials to outfit and maintain a phlebotomy room. DOH License fees and recertification fees.,

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal

agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Establish the Clark County Regional Phlebotomy Program and train and deploy up to 12 Certified Phlebotomy Law Enforcement Officers by June 30, 2025.

Objective	Objective Details	Completion Date
Certify officers to become phlebotomists.	Partner with Longview Phlebotomy Program and support sending officers to the LPD Phlebotomy Training offered once in 2024 and once in 2025.	06/30/2025
Support Region High Visibility Impaired Driving Emphasis Patrols by having 50% of the HVE patrols include a phlebotomist.		06/30/2025
Deploy the licensed Officer Phlebotomists to respond for service to conduct legal blood draws.		06/30/2025
Monitor data metrics that track the outcomes of using the Clark County Regional Phlebotomy Program.		06/30/2025

Measure	Reporting Frequency	Type	Target

Number of officers trained and certified as phlebotomists	Annual	Process	12
Number of HVE events that have phlebotomists deployed	Quarterly	Process	2
Number of Officer Phlebotomy blood draws	Quarterly	Process	35
Complete one report during the third quarter reporting cycle, evaluating the program efficacy regarding DUI numbers for Clark County.	Annual	Process	1

Goal 2 - Have 3 law enforcement phlebotomy sites fully supplied by June 30, 2025.

Objective	Objective Details	Completion Date
Identify locations and purchase all equipment and supplies needed to outfit three phlebotomy rooms.	2 Vancouver east and west-1 with Clark County Sheriff.	10/01/2024
Three phlebotomy rooms inventoried, and equipment purchased and maintained.		06/30/2025

Measure	Reporting Frequency	Type	Target
Three sites will be fully supplied with necessary phlebotomy equipment and will be regularly inventoried to ensure each site is fully functional.	Quarterly	Process	3

Goal 3 - Create public awareness about the Phlebotomy program through proactive community engagement, positive norms messaging and geo-targeted media by June 30, 2025.

Objective	Objective Details	Completion Date
Develop and implement public engagement		

activities to gain feedback regarding the program.		02/01/2025
Work with local PIO and TZM resources to develop and implement the Clark County Regional Phlebotomy Program communications plan.	Internal communications to include established communications avenues within each law enforcement agency. External communication to include messages to inform the public about impaired driving and the Clark County Regional Phlebotomy Program. External communications should include local media outreach, web and social media and other media opportunities.	06/30/2025

Measure	Reporting Frequency	Type	Target
Provide the Clark County Regional Phlebotomy Program communications and public engagement plan to WTSC in 2nd quarter report	Quarterly	Process	1
Number of social media posts	Quarterly	Process	4
Number of local media	Quarterly	Process	4
Number of public engagement activities	Quarterly	Process	2

CITY OF Vancouver WASHINGTON

Staff Report: 161-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
2024 Washington State Criminal Justice Training Commission Wellness Grant

Key Points
Enhance Vancouver Police Department's Wellness Program by focusing on three pillars of wellness, which include fitness, mental health, and life skills.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
The Washington State Criminal Justice Training Commission has received funding from the Washington State Legislature to provide grants to local law enforcement agencies for the purpose of establishing officer wellness programs. Proposals may include initiatives to enhance resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health services and mental health supports/services.

VPD is interested in creating a robust wellness program to enhance officer recruitment and retention by focusing on three pillars of wellness, which include fitness, mental health, and life skills.

Heart disease is the number one killer in Law Enforcement, with a life expectancy of 22 years less than the general population at 57 years of age. With retirement age being 53 in the State of Washington, that's less than 5 years to enjoy retirement. However, most don't retire. There are copious health studies related to heart disease and Law Enforcement.

VPD would like to implement a program through Sigma Tactical Wellness. This is a comprehensive cardiac screening program with a cardiometabolic testing procedure that allows for the early detection of coronary artery disease as well as the development of specific nutritional and exercise recommendations.

Screenings consist of multiple non-invasive modalities.

- Carotid artery vascular imaging – looks for the presence of carotid artery plaque, which is known to be a surrogate marker for coronary disease.
- Cardiopulmonary Stress Test—This test is performed on a stationary bicycle. It determines the presence of ischemia and allows for indirect calorimetry, which is used to develop individualized exercise and nutritional guidance.
- Laboratory Evaluation – reviewed by a medical provider with a participant. This includes a blood test that evaluates the standard lipid parameters but also measures several metabolic markers of coronary inflammation, which have been proven to be the most effective way of identifying heart disease in law enforcement officers.
- VPD would like to implement a phased-in approach, beginning with our most high-risk Officers.

High-risk Officers are anyone with 5 vested years of service.

Advantage(s)
Enhance VPD's wellness program by implementing a comprehensive cardiac screening program for high-risk officers for early detection of coronary artery disease.

Challenge(s)
None

Budget Impact
There is no local funding match, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget process.

Prior Council Review
None

Action Requested
Authorize the City Manager, or designee, to approve the 2024 Washington State Criminal Justice Training Commission Wellness Grant.

Staff Contact
Daphine Harris, Finance and Logistics Supervisor, daphine.harris@cityofvancouver.us

Attachments:
1. Washington State CJTC Contract

DocuSign Envelope ID: C30E34EB-D172-45B6-908D-4B085A717182

Washington State **Criminal Justice Training Commission**	WSCJTC Contract No. IA25-053
	Program Index **529**

This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.

Contractor Name: **City of Vancouver Police Department** **Contact: Daphine Harris**	Contractor Address: 605 Evergreen Blvd., Vancouver, WA 98668-1995
Contact Telephone: 360-487-7498	Contact E-Mail Daphine.harris@cityofvancouver.us
Statewide Vendor Number: (SWV): Click here to apply or provide number below: 0008489-00	

WSCJTC Contact Information

Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager	E-mail Address **Susan.Rogel@cjtc.wa.gov** Telephone **206-939-8437**

Contract Start Date **July 1, 2024**	**Contract End Date** **June 30, 2025**	**Contract Maximum Amount** ***$18,678***
Subcontracting Authorized? Y/N **Y**	**Travel Expenses Authorized? Y/N** **Y**	

FOR THE WSCJTC:			**FOR THE CONTRACTOR:**
Susan Rogel	Susan Rogel	6/12/2024	City of Vancouver Police Department
Manager	Date		Contractor Business Name
Brian Elliott	Brian Elliott	6/12/2024	
Department Manager	Date		Date
Monica Alexander	Monica Alexander	6/13/2024	
Executive Director Holly White	Date		Contractor signature
WSCJTC Contract Specialist	Date		Print Name & Title Anna Vogel, Procurement Manager Anna.vogel@cityofvancouver.us

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOME REPORTING AND BILLING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2024 (July, August, & September)
2. January 15, 2025 (October, November, & December)
3. April 15, 2025 (January, February, & March)
4. July 10, 2025, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT: (See List on last page for allocation amounts)

1. Sigma Tactical Wellness – Document number who receive the services and dates of services. Any results that would prove effectiveness.
2. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract

DocuSign Envelope ID: C30E34EB-D172-45B6-908D-4B085A717182

and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation		$18,678
	Sigma Tactical Wellness	

Staff Report: 162-24

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Resolution Establishing the Reduction of the Posted Speed Limit on SE 34th Street

Key Points

- The current speed posting of 40 MPH is high for an urban arterial, reducing the speed posting to 30 MPH will enhance safety.
- A pedestrian is twice as likely to survive a crash by a vehicle moving at 30 MPH rather than 40 MPH.
- Lowering speed limits helps to advance several policies within the Transportation System Plan.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
One of the primary tenets of the recently adopted Transportation System Plan is safety. Many of the early implementation items focus on creating safer streets through reductions in the speed limit, creating complete corridors, and updating our street designs and standards. In Vancouver, some of our larger arterial streets have speed limits that are no longer typical for urban settings. Higher speeds lead to higher rates of serious injury and death, and deter people from using other modes of travel outside a vehicle. The Highway Safety Manual reports that a 1 MPH reduction in operating speeds can result in a 17% decrease in fatal crashes. A person hit by a vehicle operating at 30 MPH is twice as likely to survive than if they are hit by a vehicle operating at 40 MPH.

The 34th Street Safety and Mobility Project is restriping 34th Street during the summer of 2024. The design will reconfigure the arterial to include one through-travel lane in each direction with a buffered protected mobility lane. A change to a 30 MPH speed limit will more appropriately reflect the urban, multimodal context of the roadway.

Advantage(s)

1. Improves safety by lowering posted speeds.
2. Reduces level of traffic stress for people traveling outside of vehicles by lowering speeds of adjacent vehicles, and allowing for better reaction times of those moving inside vehicles.
3. Applies the ‘Safe Systems’ approach adopted by the Washington State Department of Transportation Traffic Safety Commission and advances WSDOT’s “Target Zero” goals.

Challenge(s)
None

Budget Impact
None

Prior Council Review
None

Action Requested
Adopt a resolution establishing a speed limit of 30 MPH on SE 34th Street from SE 164nd Avenue to the east Vancouver city limits.

Staff Contact
Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

Attachments:
1. 20240802 Resolution Amending Speed 34th Ave

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION OF THE CITY OF VANCOUVER, WASHINGTON RELATING TO AMENDING THE SPEED LIMIT ON SE 34TH STREET

WHEREAS, the City Council from time-to-time may modify speed limits and speed zones to better reflect changing traffic conditions and roadway characteristics; and

WHEREAS, the City Council adopted Vancouver Municipal Code (VMC) 9.02.010, which adopts by reference portions of the Washington Model Traffic Ordinance, chapter 308-330 Washington Administrative Code (WAC); and

WHEREAS, one of those provisions WAC 308-330-270, states that speed limits may be amended by resolution of the local authority following "an engineering and traffic investigation by the traffic engineer"; and

WHEREAS, the City's traffic engineer has done an engineering and traffic investigation of the roadway segment identified below and recommends that it be modified in Section 1 in the interest of the health, safety, and welfare of the citizens of Vancouver.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF VANCOUVER:

Section 1. The maximum speed limit for SE 34th Street from SE 164nd Avenue to the east Vancouver city limits be amended to 30 miles per hour.

Section 2. The Department of Public Works is authorized to install any signage necessary to effectuate Section 1.

Section 3. This Resolution shall be effective upon adoption.

Adopted this _____, of _____, 2024.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Jonathan Young, City Attorney

To: Mayor and City Council
From: Council Subcommittee 1
Date: August 19, 2024

Subject
Cuture, Arts and Heritage Commission Appointment

Present Situation
The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 1 recently interviewed candidates for this commission and recommends the mid-term appointment of Rosalinda Mendoza with terms effective immediately and expiring December 31, 2026.

If there are no objections, we would like to make this appointment at the Monday, August 19, 2024, Council meeting.

Action Requested
Appointment of Rosalinda Mendoza to the Culture, Arts and Heritage Commission for a term beginning immediately and expiring December 31, 2026.

Council Subcommittee 1

Attachments:
1. CAHC_Roster 08.2024
2. Mendoza, Rosalinda_CAHC Application

Culture, Arts and Heritage Commission

Position	Term	Name & Address	Phone
1	10-10-2022	Brad Richardson 8505 NE Winters Road, Camas, WA 98607 director@cchmuseum.org	360-567-8552
2	09-11-2023	Rebekah Percival 12907 NE 37th Ct. , Vancouver, WA 98686 rmtabah@gmail.com	480-200-8885
3	10-10-2022	Julie Mercado 7816 NE 101st Ave, Vancouver, WA 98662 juliemerk2@gmail.com	360-975-8073
4	08-26-2019	Elizabeth Harrington 805 SE 101st Ave, Vancouver, WA 98664 beth@bethharrington.com	503-260-7020 360-256-6254
5	08-26-2019	Linda Reid 12712 NE 33rd St, Vancouver, WA 98682 lreid@columbiabank.com	360-910-9947 360-735-3719
6	03-11-2024	Ricky Gaspar 601 Main St Suite 100, Vancouver, WA 98660 RickyG.Creations@gmail.com	360-791-7066
7	08-26-2019	Lee Rafferty 801 Latourell Way, Vancouver, WA 98661 leonerafferty@gmail.com	360-606-4236 360-944-7140
9	07-18-2023	Russell Ford 610 E 19th St, Vancouver, WA 98663 brussellford@gmail.com	360-695-2573

Culture, Arts and Heritage Commission

Term Length: 36 Months **Max Terms:** 2 Term(s)

Number of Members: 9 **Meeting Schedule:** Second Thursday of the month

Meeting Time: 12:00 PM

Meeting Location: City Hall - Birch Conference Room

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: The purpose of the Culture, Arts and Heritage Commission is to assist with and facilitate the development and promotion of a thriving cultural, arts and heritage environment in the Vancouver through programs, ownership of physical assets including buildings and public art and through community partnerships.

Council Liaison:

Staff Liaison:
Kirsten Hull
(360) 487-8307
kirsten.hull@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Brad Richardson	10/10/2022	1	12/31/2024
2	Rebekah Percival	09/11/2023	1	12/31/2024
3	Julie Mercado	10/10/2022	1	12/31/2025
4	Elizabeth Harrington	08/26/2019	2	12/31/2025
5	Linda Reid	08/26/2019	2	12/31/2025
6	Ricky Gaspar	03/11/2024	1	12/31/2026
7	Lee Rafferty	08/26/2019	2	12/31/2026
9	Russell Ford	07/18/2023	1	12/31/2026

From: City of Vancouver, WA
To: City B&C Coordinator
Subject: Application: Boards and Commissions
Date: Tuesday, May 21, 2024 3:00:01 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.

Application: Boards and Commissions

Board or Commission you are applying for

- Culture, Arts and Heritage Commission
- Parks and Recreation Advisory Committee

Have you served on this board or commission in the past?

No

Name

Rosalinda Mendoza

Pronouns

She/Her/Ella

Address

3601 NE 56th St
Vancouver, WA 98661
Map It

Email

rosalinda.mendoza1997@gmail.com

Phone

3605217950

Do you reside in the City Limits?

Yes

What is your length of residency in Vancouver?

2 months (Former Vancouver resident that just moved back!)

Occupation and employer (if applicable)

Program Manager at Latino Leadership Northwest

Do you, or does your firm or place of employment do business with the City?

Yes

If yes, please describe

Latino Leadership Northwest is a local non profit that supports Latino youth and their families in SW WA https://latinoleadershipnw.org/

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?

Yes

If yes, please describe

We were recently awarded a Culture arts and heritage grant to support dia de los muertos celebrations this upcoming October and November

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

I grew up in Vancouver, experiencing the diverse neighborhoods and community spaces firsthand—from walking with my grandma to the Jim Parsley Center near the Fourth Plain Corridor, to visiting Pacific Community Park on the east side with my nephews. I have witnessed generations of families living and thriving in Vancouver for as long as I can remember.

After earning my degree in public health and returning home, I am eager to support and enrich my community. My current role as Program Manager at Latino Leadership Northwest has equipped me with the applied skill set and knowledge to deeply understand Vancouver's cultural and social environment. I am committed to leveraging my experiences, skills, and perspectives to contribute to the City's boards and commissions.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

In my current role at Latino Leadership Northwest (LLNW), I oversee programming, grant writing, program development and implementation, and supervise our team of Mariposa interns. Our interdependent leadership model allows us to work collaboratively and elevate the voices of our students in every facet of our work.

In addition to my work with LLNW, I serve on the steering committee for the Central Vancouver Coalition, which focuses primarily on youth substance abuse prevention in Central Vancouver.
Moreover, I recently graduated from a six-month fellowship with the SWEC and Sage Fellows Community Leadership program, which prepares BIPOC leaders for serving on municipal boards and commissions like this one.

I am eager and excited to continue engaging with and supporting my community through these and future opportunities.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

As someone who has lived, worked, and grown up in Vancouver, I have a deep love for my community and its residents. In my role as a community organizer, I continuously seek new ways to learn and grow to better support myself and my community. For example, I recently graduated from the Sage Leaders Community Leadership Institute. This six-month fellowship provides BIPOC leaders with a space to learn about critical issues such as housing, land use, transit, climate, and economic development. Graduates gain a thorough understanding of local government processes, including municipal budgeting, parliamentary procedures, and lawmaking, along with advocacy, storytelling, and communication skills. This program specifically prepares community leaders to serve on boards and commissions such as this

one.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

As part of my work with Latino Leadership Northwest, I am immersed in an environment that integrates equity and inclusion into every aspect of our work. Our interdependent leadership model allows us to collaborate effectively within our team and heavily relies on input and feedback from the community to continuously improve our programming to meet the ever-changing needs of those we serve. This experience has strengthened my commitment to racial equity and enhanced my ability to engage with and support diverse communities.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

Climate change is a growing concern due to its environmental impacts, negative health effects, and overall decrease in quality of life, especially among populations that are already underserved and forgotten. My background in public health, combined with my practical experience, equips me to address these issues effectively. I bring a unique perspective and lived experience to climate change messaging, ensuring that it is inclusive and resonates with diverse communities. My approach includes multiple lenses of lived experience, which enhances the quality and impact of the messaging. This preparation will enable me to contribute meaningfully to the City of Vancouver's ambitious climate goals as a member of a city board or commission.

Is there anything else you would like us to know?

I am passionate about supporting my community and eager to get involved!
https://www.linkedin.com/in/rosalinda-mendoza-1bb442189/

What is your age range?

20–30

What is your gender identity or expression? Check all that apply.

- Female

What is your race/ethnicity? Check all that apply.

- Hispanic or Latino/a/e

In what zip code do you live or work?

98661

How did you hear about this position?

- From a community group

What is the highest degree or level of education you have completed?

Bachelor's degree

Do you rent or own your home?

Rent

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?

No

Do you live with a disability or identify as a disabled person?
No
If you answered yes to the previous question, please describe your disability and how we can best support your participation.
I am on the Autism Spectrum
Are you interested in serving on other Boards or Commissions?
Yes

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for August 12, 2024.

Attachments:
1. August 19, 2024 Claim Vouchers

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:

$ 10,096,501.00 this 19th day of August 2024.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2024.08.12 15:08:56 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 05, 2024 - August 11, 2024	Accounts Payable Checks (see attached)	$ 5,562,290.42
August 05, 2024 - August 11, 2024	Hansen City Payments (see attached)	$ 60,069.77
August 05, 2024 - August 11, 2024	Visa Refunds (see attached)	$ 3,099.38
August 05, 2024 - August 11, 2024	Payroll Checks (see attached)	$ 4,471,041.43
TOTAL		$ 10,096,501.00

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	20286	8/7/2024	600.00	CDM Services Senior Heroes Awards	Rental Damage Deposit Refund
Miscellaneous Payment	Check	20287	8/7/2024	6,820.93	Earthworks Excavating Services, Inc	Invoice # WA43-24 Arthur W Maki (113 SE 156th Ave)
Miscellaneous Payment	Check	20288	8/7/2024	7,065.50	Earthworks Excavating Services, Inc	Roy Williard Day Iv (312 SE 156th Ave) Invoice # WA47-24
Miscellaneous Payment	Check	20289	8/7/2024	364.00	EC COMPANY	Refund triplicate payment to INV#77066420
Miscellaneous Payment	Check	20290	8/7/2024	120.00	Emerald Landing Neighborhood Association	2024 RecycleU
Miscellaneous Payment	Check	20291	8/7/2024	37.00	Justin Jaspersen	Refund of Parking Permit not needed
Miscellaneous Payment	Check	20292	8/7/2024	585.00	NLIGHT INC	Refund of duplicate payment to INV#77066396
Miscellaneous Payment	Check	20293	8/7/2024	120.00	Northcrest Neighborhood Association	2024 RecycleU
Miscellaneous Payment	Check	20294	8/7/2024	114.33	Professional Credit Service	Invoice 40600 negative trust. Citations 7203101442 and 7202509343 - LTD, VW CREDIT LEASING
Miscellaneous Payment	Check	20295	8/7/2024	37,290.10	Vancouver Logistics II Industrial Owner LLC	ENG-83281
Ad Hoc Payment	Check	20296	8/7/2024	192.16	Aguilar,Daneal	Utility Refunds: 0022008503-22 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20297	8/7/2024	143.98	Effinger,Doug P or Julie C	Utility Refunds: 0115001404-02
Ad Hoc Payment	Check	20298	8/7/2024	668.06	Erving,Zachary	Utility Refunds: 0089000982-14
Ad Hoc Payment	Check	20299	8/7/2024	23.83	Hodell-Xavier,Heidi	Utility Refunds: 0083000928-00
Ad Hoc Payment	Check	20300	8/7/2024	40.40	Long,Megan or Sean	Utility Refunds: 0000002512-02
Ad Hoc Payment	Check	20301	8/7/2024	385.08	Mynd Management Inc	Utility Refunds: 0500002251-02
Ad Hoc Payment	Check	20302	8/7/2024	339.57	Nylund Homes Inc	Utility Refunds: 0092015700-04
Ad Hoc Payment	Check	20303	8/7/2024	403.59	Perleth Properties Llc	Utility Refunds: 0008011100-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20304	8/7/2024	23.57	Shawn McAulay or Sandra Beem	Utility Refunds: 0087010076-03
Ad Hoc Payment	Check	20305	8/7/2024	146.00	Tanner,Karen	Utility Refunds: 0500005167-02
Ad Hoc Payment	Check	20306	8/7/2024	27.21	The Estate of Phyllis Pepper	Utility Refunds: 0122002600-03
Ad Hoc Payment	Check	20307	8/7/2024	97.26	Vea,Chris or Yolanda	Utility Refunds: 0000003425-05
Ad Hoc Payment	Check	20308	8/7/2024	1,825.27	VHA c/o Key Property Services Inc	Utility Refunds: 0014068400-00
Supplier Payment	Check	20309	8/7/2024	429.00	Accurate Corporate Services Inc	
Supplier Payment	Check	20310	8/7/2024	15.41	Airgas, Inc	
Supplier Payment	Check	20311	8/7/2024	3,764.63	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	20312	8/7/2024	3,921.90	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	20313	8/7/2024	798.00	Allegheny Answering Services	
Supplier Payment	Check	20314	8/7/2024	136.00	American Sani-Can	
Supplier Payment	Check	20315	8/7/2024	1,800.00	Andrew Prochniak	
Supplier Payment	Check	20316	8/7/2024	355.00	Anna-Michelle Shanti Kriens	
Supplier Payment	Check	20317	8/7/2024	9,712.28	Arborscape Ltd Inc	
Supplier Payment	Check	20319	8/7/2024	6,591.69	Axon Enterprises Inc	
Supplier Payment	Check	20320	8/7/2024	317,537.88	B.C.V., Inc	
Supplier Payment	Check	20321	8/7/2024	8,218.26	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	20322	8/7/2024	607.63	Bounce-N-Battle LLC	
Supplier Payment	Check	20323	8/7/2024	4,492.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	20324	8/7/2024	142.50	CDS Airbrushing & Coaching LLC	
Supplier Payment	Check	20325	8/7/2024	20,001.45	CECO Inc	
Supplier Payment	Check	20326	8/7/2024	24,498.43	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	20327	8/7/2024	1,894.62	Chicago Title Company of WA	
Supplier Payment	Check	20328	8/7/2024	516.33	Christenson Electric, Inc.	
Supplier Payment	Check	20329	8/7/2024	5,831.48	Clark County	
Supplier Payment	Check	20330	8/7/2024	349,174.21	Clark County - Remit-To: Clark County - Treasurer Vancouver	

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

Supplier Payment	Check	20331	8/7/2024	800.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	20332	8/7/2024	2,000.00	Columbia Play Project	
Supplier Payment	Check	20333	8/7/2024	65,906.90	Columbia Resource Company	
Supplier Payment	Check	20334	8/7/2024	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	20335	8/7/2024	15,000.00	Columbia Springs	
Supplier Payment	Check	20336	8/7/2024	77.23	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20337	8/7/2024	2,374.27	Compassion-First Pet Hospitals of Washington, PLLC	
Supplier Payment	Check	20338	8/7/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	20339	8/7/2024	2,307.22	DKS Associates Inc	
Supplier Payment	Check	20340	8/7/2024	272.00	Dominic Hunter	
Supplier Payment	Check	20341	8/7/2024	660.00	Eric Thomas Lanciault	
Supplier Payment	Check	20342	8/7/2024	3,387.81	Esix Sportswear	
Supplier Payment	Check	20343	8/7/2024	204.60	Evergreen School District 114	
Supplier Payment	Check	20344	8/7/2024	379,978.64	Fidelity National Title Co of Washington	
Supplier Payment	Check	20345	8/7/2024	5,401.03	Fourth Plain Forward	
Supplier Payment	Check	20346	8/7/2024	4,571.69	General Networks Corp	
Supplier Payment	Check	20347	8/7/2024	2,192.71	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	20348	8/7/2024	293,341.21	Grade Werks Excavating LLC	
Supplier Payment	Check	20349	8/7/2024	871.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	20350	8/7/2024	6,596.88	H D Fowler Company Inc	
Supplier Payment	Check	20351	8/7/2024	4,080.33	Herrera Environmental Consultants Inc	
Supplier Payment	Check	20352	8/7/2024	8,666.67	Hispanic Metropolitan Chamber	
Supplier Payment	Check	20353	8/7/2024	8,667.61	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	20354	8/7/2024	6,410.44	Howmedica Osteonics Corp	
Supplier Payment	Check	20355	8/7/2024	9,250.00	Hyas Group, LLC	
Supplier Payment	Check	20356	8/7/2024	401,136.69	Infor Public Sector Inc	
Supplier Payment	Check	20357	8/7/2024	486.05	J-2 Blueprint Supply Co.	
Supplier Payment	Check	20358	8/7/2024	10,887.69	Janus Youth Programs Inc	
Supplier Payment	Check	20359	8/7/2024	450.00	Jason Bryan Ropp	
Supplier Payment	Check	20360	8/7/2024	10,390.20	KBT Distributing LLC	
Supplier Payment	Check	20361	8/7/2024	2,492.25	Keller Associates Inc	
Supplier Payment	Check	20362	8/7/2024	3,283.29	Kittelson & Associates Inc	
Supplier Payment	Check	20363	8/7/2024	1,173.98	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	20364	8/7/2024	633.50	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	20365	8/7/2024	3,927.03	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	20366	8/7/2024	2,337.50	Landkamer Consulting LLC	
Supplier Payment	Check	20367	8/7/2024	2,426.84	Level 3 Financing, Inc	
Supplier Payment	Check	20368	8/7/2024	6,100.00	LK Weiss	
Supplier Payment	Check	20369	8/7/2024	12,163.78	Mallory Safety & Supply LLC	
Supplier Payment	Check	20370	8/7/2024	4,176.00	Mayer Reed Inc.	
Supplier Payment	Check	20371	8/7/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	20372	8/7/2024	476.77	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20373	8/7/2024	1,377.50	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	20374	8/7/2024	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	20375	8/7/2024	8,345.50	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C	
Supplier Payment	Check	20376	8/7/2024	10,276.30	Parametrix, Inc	
Supplier Payment	Check	20377	8/7/2024	175.00	Porter W Yett Company	
Supplier Payment	Check	20378	8/7/2024	1,790.00	Portland Adventist Medical Center	
Supplier Payment	Check	20379	8/7/2024	723.95	Putt Putt to Go LLC	
Supplier Payment	Check	20380	8/7/2024	22,511.94	Raimi & Associates, Inc.	
Supplier Payment	Check	20381	8/7/2024	10,527.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	20382	8/7/2024	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	20383	8/7/2024	205.54	Resolute Documentation Services	
Supplier Payment	Check	20384	8/7/2024	222.72	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20385	8/7/2024	3,424.05	Soha Sign	

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

Supplier Payment	Check	20386	8/7/2024	1,155.00	State of Washington State Patrol	
Supplier Payment	Check	20387	8/7/2024	3,945.58	Tapani Electric, LLC	
Supplier Payment	Check	20388	8/7/2024	4,000.00	The Arts Centered	
Supplier Payment	Check	20389	8/7/2024	1,465.39	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	20390	8/7/2024	2,004.83	Triple J Enterprises	
Supplier Payment	Check	20391	8/7/2024	120.00	Vancouver Aire LLC	
Supplier Payment	Check	20392	8/7/2024	57,952.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Check	20393	8/7/2024	165.00	Vancouver Granite Works Inc	
Supplier Payment	Check	20394	8/7/2024	108.69	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	20395	8/7/2024	368.51	W.B. Sprague Co. Inc.	
Supplier Payment	Check	20396	8/7/2024	3,661.00	Washington Amateur Softball Association	
Supplier Payment	Check	20397	8/7/2024	13,000.00	Webb Management Services Inc.	
Supplier Payment	Check	20398	8/7/2024	2,008.49	Weldon WMS & Lick Inc	
Supplier Payment	Check	20399	8/7/2024	10,734.12	Western Systems Inc	
Supplier Payment	Check	20400	8/7/2024	4,630.00	Wex Bank	
Supplier Payment	Check	20401	8/7/2024	1,083.68	Yakima County	
Supplier Payment	Check	20402	8/7/2024	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	20403	8/7/2024	86.46	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	20404	8/7/2024	875.00	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	20405	8/7/2024	7,790.90	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	20406	8/9/2024	6,326.58	Aflac	
Supplier Payment	Check	20407	8/9/2024	6,027.00	AFSCME Local #307	
Supplier Payment	Check	20408	8/9/2024	334.00	California State Disbursement Unit	
Supplier Payment	Check	20409	8/9/2024	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	20410	8/9/2024	491.00	Hawaii SDU	
Supplier Payment	Check	20411	8/9/2024	774.90	IAM Local #1374	
Supplier Payment	Check	20412	8/9/2024	8,814.53	Life Insurance Company of North America	
Supplier Payment	Check	20413	8/9/2024	1,000.00	MFS Service Center Inc	
Supplier Payment	Check	20414	8/9/2024	250.00	OPEIU Local #11	
Supplier Payment	Check	20415	8/9/2024	4,331.07	OPEIU Local #11	
Supplier Payment	Check	20416	8/9/2024	814.00	Teamsters Local #58	
Supplier Payment	Check	20417	8/9/2024	262.50	UA Local #290	
Supplier Payment	Check	20418	8/9/2024	4,145.70	Western Conference of Teamsters	
Supplier Payment	Check	20419	8/9/2024	1,725.00	Western Metal Industry Pension Plan	
			Check	**2,352,746.04**		
Cash Advance Payment	Direct Deposit	EFT-00256956	8/8/2024	95.81	Lisa Brandl	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00256957	8/8/2024	323.00	Ryan Starbuck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00256958	8/8/2024	310.50	Stefania Hicban	Travel Advance
Expense Payment	Direct Deposit	EFT-00256959	8/8/2024	217.40	Catherine Morey	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00256960	8/8/2024	327.11	Lon Pluckhahn	Travel Advance
Expense Payment	Direct Deposit	EFT-00256961	8/8/2024	5.25	Rainy Rau	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00256962	8/8/2024	310.50	Brad Hunt	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00256963	8/8/2024	124.13	Eric Holmes	Travel Advance
Expense Payment	Direct Deposit	EFT-00256964	8/8/2024	142.75	Tanner Muonio	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00256965	8/8/2024	139.13	Gary Zumwalt	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00256966	8/8/2024	323.00	Matt Hoover	Travel Advance
Expense Payment	Direct Deposit	EFT-00256967	8/8/2024	207.50	Douglas Van Aalst	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00256968	8/8/2024	370.33	Patrick Hanley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00256969	8/8/2024	22.71	Caitlin Zirschky	Employee Reimbursement
			Direct Deposit	**2,919.12**		
Supplier Payment	EFT	EFT-00256970	8/8/2024	363.30	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00256971	8/8/2024	987.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00256972	8/8/2024	3,000.00	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00256973	8/8/2024	1,709.85	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00256974	8/8/2024	1,466.98	Clean Earth Environmental Solutions Inc.	
Supplier Payment	EFT	EFT-00256975	8/8/2024	15,000.00	Precision Land Servics	
Supplier Payment	EFT	EFT-00256976	8/8/2024	256,041.30	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00256977	8/8/2024	4,962.02	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00256978	8/8/2024	32,024.68	Metereaders LLC	
Supplier Payment	EFT	EFT-00256979	8/8/2024	500.00	Bagley Downs Neighborhood Association	
Supplier Payment	EFT	EFT-00256980	8/8/2024	7,178.50	Picard Corp	
Supplier Payment	EFT	EFT-00256981	8/8/2024	2,943.19	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00256982	8/8/2024	4,281.38	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00256983	8/8/2024	31,010.28	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00256984	8/8/2024	1,499.41	Fehr & Peers	
Supplier Payment	EFT	EFT-00256985	8/8/2024	271.75	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00256986	8/8/2024	53,753.14	MacKay Sposito Inc	

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

Supplier Payment	EFT	EFT-00256987	8/8/2024	15,331.10	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00256988	8/8/2024	1,619.25	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00256989	8/8/2024	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00256990	8/8/2024	4,192.01	Sharon Rice	
Supplier Payment	EFT	EFT-00256991	8/8/2024	232.62	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00256992	8/8/2024	8,755.49	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00256993	8/8/2024	68,906.08	Vanquish Investment Group	
Supplier Payment	EFT	EFT-00256994	8/8/2024	798.89	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00256995	8/8/2024	6,948.65	Otak Inc	
Supplier Payment	EFT	EFT-00256996	8/8/2024	4,669.83	Thrive2Survive	
Supplier Payment	EFT	EFT-00256997	8/8/2024	450.00	NCC Group Software Resilience (NA) LLC	
Supplier Payment	EFT	EFT-00256998	8/8/2024	23,639.10	Council for the Homeless	
Supplier Payment	EFT	EFT-00256999	8/8/2024	4,040.17	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00257000	8/8/2024	2,682.18	IQGeo America Inc	
Supplier Payment	EFT	EFT-00257001	8/8/2024	934.82	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00257002	8/8/2024	300.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00257003	8/8/2024	2,800.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00257004	8/8/2024	12,636.90	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00257005	8/8/2024	6,774.88	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00257006	8/8/2024	52,658.07	Alta Planning & Design	
Supplier Payment	EFT	EFT-00257007	8/8/2024	1,363.31	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00257008	8/8/2024	11,891.01	Second Step Housing	
Supplier Payment	EFT	EFT-00257009	8/8/2024	298,249.18	Rotschy Inc	
Supplier Payment	EFT	EFT-00257010	8/8/2024	17,765.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00257011	8/8/2024	19,792.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00257012	8/8/2024	9,671.25	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00257013	8/8/2024	2,660.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00257014	8/8/2024	2,320.65	Tapani Inc	
Supplier Payment	EFT	EFT-00257015	8/8/2024	9,969.80	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00257016	8/8/2024	6,497.95	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00257017	8/8/2024	30,089.27	Live Love Outreach	
Supplier Payment	EFT	EFT-00257018	8/8/2024	9,879.38	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00257019	8/8/2024	4,106.25	Elizabeth Kunesh	
Supplier Payment	EFT	EFT-00257020	8/8/2024	20,788.88	Jay Dallum	
Supplier Payment	EFT	EFT-00258950	8/9/2024	12,261.78	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00258951	8/9/2024	1,259.64	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00258952	8/9/2024	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00258953	8/9/2024	18,919.86	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00258954	8/9/2024	32,418.35	IAFF Local #452	
			EFT	**1,145,496.33**		
Supplier Payment	Manual Wire		8/1/2024	13,347.94	Global Payments Inc	
Supplier Payment	Manual Wire		8/1/2024	52,748.93	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		8/5/2024	42,158.25	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/5/2024	608,061.30	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/5/2024	217,261.40	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/5/2024	147,228.56	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/5/2024	6,822.38	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/5/2024	20,665.64	Washington Dental Service	
Supplier Payment	Manual Wire		8/8/2024	401,762.35	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		8/8/2024	230.07	Keybank National Association	
Supplier Payment	Manual Wire		8/9/2024	604.00	Oregon SDU	
Supplier Payment	Manual Wire		8/9/2024	22,684.04	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/9/2024	33,797.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/9/2024	29,125.00	Washington State Firefighters	
Supplier Payment	Manual Wire		8/9/2024	6,648.21	Washington SDU	
Supplier Payment	Manual Wire		8/9/2024	317,834.90	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		8/9/2024	77,690.68	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/9/2024	62,457.78	State of Washington Department of Retirement Systems (DRS)	
			Manual Wire	**2,061,128.93**		
			Checks	**2,352,746.04**		

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

			Direct Deposit	**2,919.12**		
			EFT	**1,145,496.33**		
			8/12/2024	60,069.77	City Payments	Posted 08-05-24 to 08-11-24
			Hansen Total	**60,069.77**		
			8/12/2024	1,660.38	Miscellanous	Parks Class Refunds FCC 08-05-24 to 08-11-24
			8/12/2024	1,439.00	Miscellanous	Parks Class Refunds MCC 08-05-24 to 08-11-24
			VISA Total	**3,099.38**		
			Payroll Total	**4,471,041.43**		
			GRAND TOTAL	**10,096,501.00**		

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
August 04, 2024 - August 11, 2024

Check No.	Date	Explanation	Amount	
2299 - 2333	08/09/24	August 9th Payroll	$	21,757.96
257021 - 258949	08/09/24	August 9th Direct Deposits	$	4,449,283.47

$ 4,471,041.43

Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

To: Mayor and City Council
From: City Manager
Date: August 19, 2024

Subject
Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Key Points

- The applicant, Ginn Development Group, requests approval of a 46 single-family narrow lot subdivision and zone change from R-9 Lower Density Residential to R-17 Lower Density Residential on a 3.4-acre tract of land located south of 19th Street, east of Ellsworth, north of SR-14.
- The zone change was reviewed against the following approval criteria listed in VMC 20.285: Consistency with applicable policies of the Vancouver strategic and comprehensive plan. A change in circumstances has occurred since the existing designation was established.
- The subdivision was reviewed against the approval criteria listed in VMC 20.320.020.A.2.
- The critical area was reviewed against the approval criteria listed in VMC 20.740.060.
- Per VMC 20.210-1, zone changes to the next highest zone require a Type IV process and recommendation by the Hearing Examiner to the City Council for final approval. The Hearing Examiner has determined the proposed development will meet all applicable approval criteria and is recommending that City Council approve the subdivision, zone change and critical area permit.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation
On June 18, 2024, a public hearing was conducted before the Hearings Examiner. On July 8, 2024, the Hearings Examiner issued findings, conclusions and recommendations. Her findings/recommendation are that both the zone change ordinance, subdivision and critical area permit should be APPROVED by City Council.

Advantage(s)

1. Approval of the proposed R-17 Lower Density Residential zoning provides more housing units and options than the existing R-9 zoning.
2. Approval will allow for development in an area currently served by public utilities.

Challenge(s)
There will be additional traffic generated by the development. However, the City has reviewed the traffic impacts that the proposal will generate and determined there is adequate capacity on city streets to accommodate the anticipated increased traffic.

Budget Impact
None

Prior Council Review
August 5, 2024 - Consent Agenda
August 12, 2024 - Public Hearing

Action Requested
On Monday, August 19, 2024, following a public hearing, approve the ordinance.

Staff Contact
Mark Person, Senior Planner, mark.person@cityofvancouver.us

Attachments:
1. Ordinance
2. Presentation
3. PRJ-168925 19th Street Terrace Final Order
4. LUP-83811 19th Street Terrace Staff Report
5. LUP-83811 Exhibits

08/05/2024 (Date of First Reading)
08/12/2024 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

WHEREAS, on June 18, 2024, a hearing was held before the Vancouver Hearings Examiner regarding the approval of the zone change from R-9 Lower Density Residential to R-17 Lower Density Residential and 46 lot subdivision for the 19th Street Terrace Subdivision and

WHEREAS, on July 8, 2024, the Vancouver Hearing Examiner recommended approval of the zone change from R-9 Lower Density Residential to R-17 Lower Density Residential and 47 lot subdivision for the 19th Street Terrace Subdivision under File PRJ-168925/LUP-83811; and

WHEREAS, the zone change and subdivision is consistent with the Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

I. The Vancouver Hearing Examiner has found that all of the following criteria have been met, with conditions:

Pursuant to VMC 20.285.060, the approval criteria for a standalone zoning map amendment (i.e., a map amendment not involving a comprehensive plan amendment) require demonstration of the following:

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

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

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicants must demonstrate compliance with the following criteria:

A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;

B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;

C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;

D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;

E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;

F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval;

G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030.A, B, and C.

Pursuant to VMC 20.740.060, any activity subject to VMC 20.740 must comply with the following criteria:

A. *Avoid Impacts.* The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.

B. *Minimize Impacts.* Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.

C. *Compensatory Mitigation.* The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.

D. *No Net Loss.* The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.

E. *Consistency with General Purposes.* The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.

F. *Performance Standards.* The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110, Frequently Flooded Areas VMC 20.740.120, Geologic Hazard Areas VMC 20.740.130, and Wetlands VMC 20.740.140, as applicable.

Pursuant to VMC 20.927.030, in order for the City to grant approval of a preliminary short subdivision or subdivision that proposes narrow lots, the Applicant shall demonstrate compliance with the following criteria:

A. Conflicts on narrow lots shall be eliminated. The development has been designed to eliminate conflicts between on-site and off-site improvements and features associated with narrow lots. Specifically, the location, size, and design of features including driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., shall be considered in the design of the development and coordinated to eliminate conflicts with one another and meet minimum spacing requirements.

B. Adequate guest parking shall be provided. The development has been designed to provide for at least one guest parking space for every three narrow lots in the development. Such spaces may be located on-street (on local access or loop classification roadways only) or in common parking areas subject to the development standards of VMC 20.927.040.A(2).

C. Solid waste and recycling collection and access shall be provided. The development shall be designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot.

II. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which are attached hereto and hereby incorporated by reference, as its own subject to the conditions noted below. These conditions are to mitigate the impact of nearby roadway air pollution from SR-14 on the future residents of the development:

1. Prior to final plat approval, a note shall be placed on the plat indicating that prior to occupancy of any residence in the development, an air conditioning system with filtration shall be installed.
2. Prior to final plat approval, a note shall be placed on the plat indicating that natural gas shall not be installed to serve the site.

III. City Council further finds that, consistent with the incorporated Hearings Examiners Findings, Conclusions, and Recommendation, that appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

Section 2. Legal Description.

The legal description of the lands referred to in the ordinance is as follows:

Tax Lots 113116000, 113115000, 113110000, and 113125000, located in the SE Quarter of Section 33, Township 2N, Range 2E of the Willamette Meridian, Clark County, Washington.

Section 3. Approval Granted.

Based upon the foregoing findings, as well as the findings contained in Staff Report No. PRJ-168925/LUP-83811, which are hereby incorporated by reference, approval of the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and

approval of a 46-lot subdivision is hereby granted, with the conditions outlined in the Hearing Examiner's Findings, Conclusions, and Recommendation, incorporated above by reference.

Section 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provisions to other persons or circumstances is not affected.

Section 5. Effective Date.

This ordinance shall take effect fifteen (15) days after passage and publication.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

CITY OF Vancouver WASHINGTON

19th Street Terrace Subdivision and Zone Change

Mark Person

Senior Planner

Community Development Department

August 12, 2024

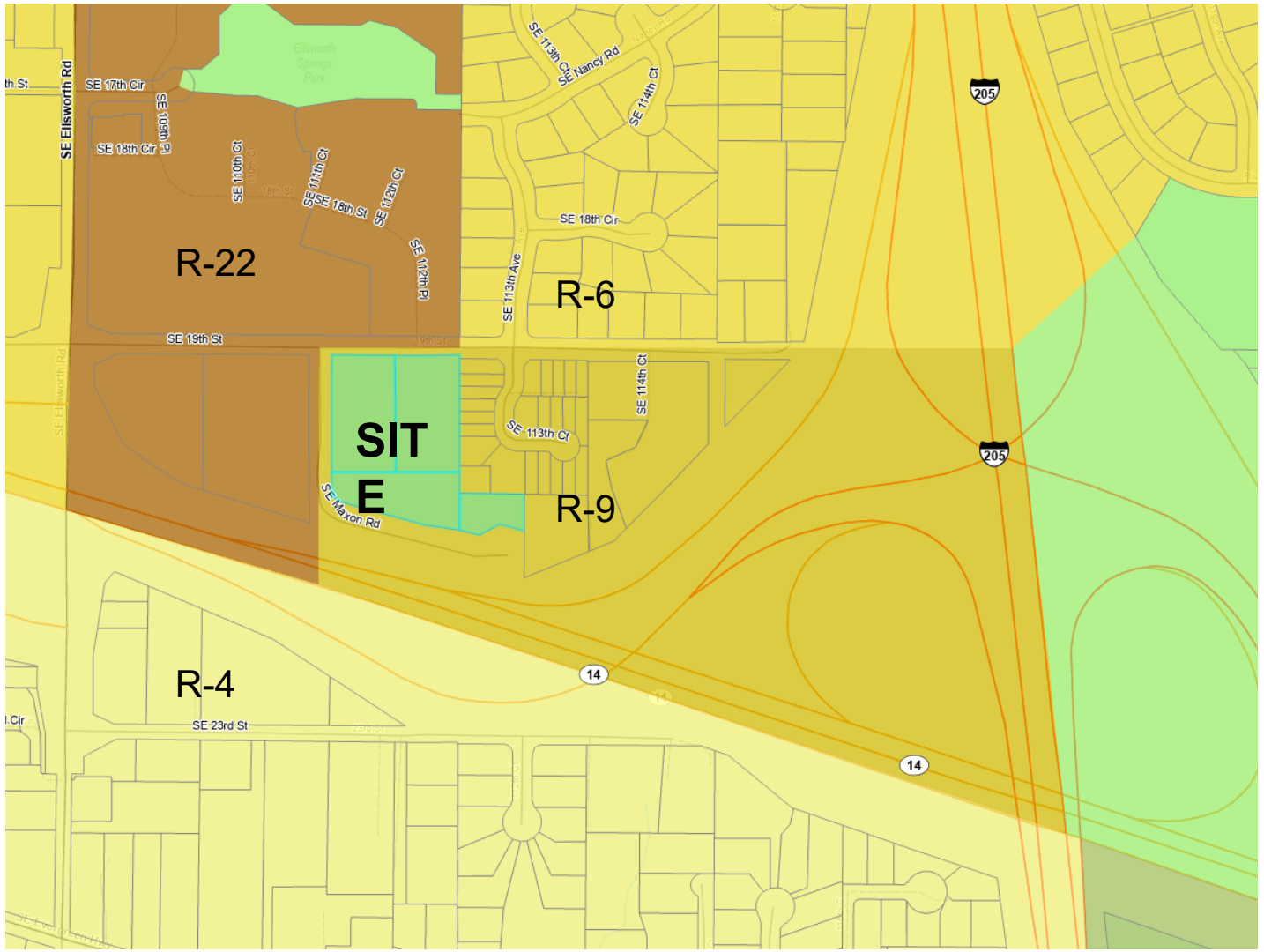
19th Street Terrace Subdivision/Zone Change

Request

- Applicant requests review and approval of a 46-lot single family, narrow lot subdivision, zone change from R-9 to R-17 and critical area permit

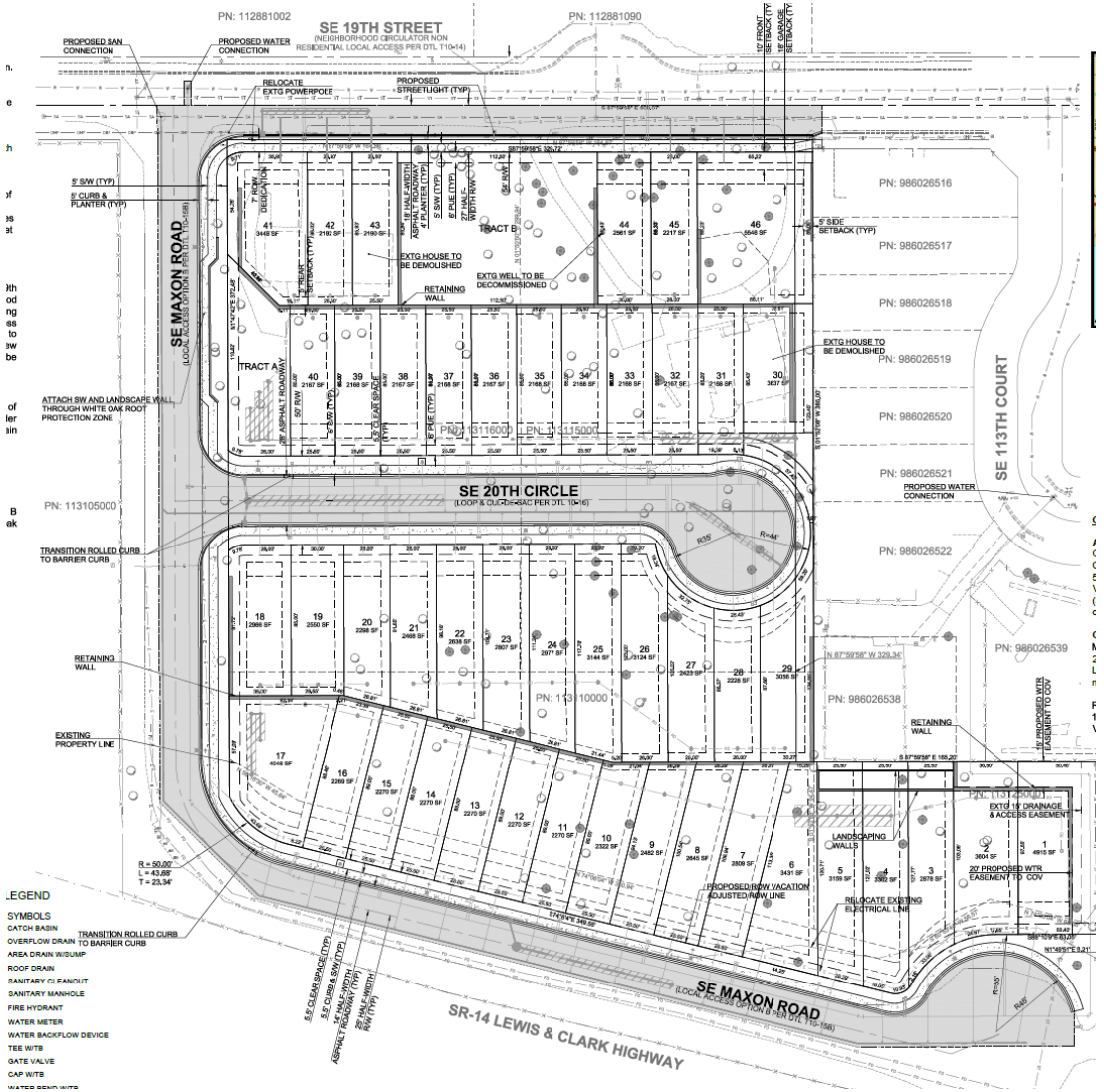
19th Street Terrace Subdivision/Zone Change

Zoning



19th Street Terrace Subdivision/Zone Change

Proposal



Consistency with applicable polices of the strategic and comprehensive plan

Changes in circumstances since the existing designation was established

19th Street Terrace Subdivision/Zone Change

Applicable Regulations

Title 20 – Land Use and Development Code

- Zone Change 20.285
- Subdivisions 20.320
- Critical Areas Protection 20.740

Title 11 – Transportation Code

Title 14 – Water, Sewer and Stormwater Codes

Title 16 – Fire Code

Title 17 – Building Code

19th Street Terrace Subdivision/Zone Change

Recommendation

The Hearing Examiner recommend the City Council approve the application subject to the conditions noted in the staff report and recommendation dated July 8, 2024.

Thank You

BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER

In the Matter of the Application of	)	NO. PRJ-168925/LUP-83811
	)	
	)	
Ginn Group LLC	)	**19th Street Terrace Subdivision**
	)	
	)	
For Approval of a Subdivision, Rezone, and Critical Area Permit	)	FINDINGS, CONCLUSIONS, AND RECOMMENDATION
	)	
	)	

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends to the Vancouver City Council that the requested rezone of 3.4 acres at 11101 and 11117 SE 19th Street from R-9 to R-17, the requested subdivision of the land into 46 single-family residential lots, and the associated critical area permit be **APPROVED** subject to conditions.

SUMMARY OF RECORD

Request:

Ginn Group LLC requested a preliminary subdivision to divide 3.4 acres of land into 46 single-family narrow lots, an associated critical area permit, and a rezone of the property from R-9 Lower Density Residential to R-17 Lower Density Residential. The subject property is located at 11101 and 11117 SE 19th Street, Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on June 18, 2024. The record was held open through June 21, 2024 to allow members of the public who were unable to participate in the virtual hearing due to technology or access barriers to submit written comments, with responses from the parties due on June 25, 2024. Post-hearing public comment and responses were timely submitted, and the record closed on June 25, 2024.

No in-person site view was conducted, but the Examiner viewed the subject property on Google Maps.

Testimony:
At the open record hearing the following individuals presented testimony under oath:

Mark Person, Senior Planner, City of Vancouver
Eric Hann, Senior Civil Engineer, City of Vancouver
Chad Stewart, Director of Land Development, Ginn Group
Jayson Taylor, Project Planner, PLS Engineering
Daniel Stumpf, Transportation Engineer, Lancaster Mobley
Linda Ignoffo
Brad Jones
Brad Peterson
John Ignoffo
Jim Dohman
Michael Rank
Kelsie Rank

Exhibits:
The following exhibits were admitted in the record through the open record hearing process:

1. Staff Report, with the following attachments:
   A. Application, dated October 23, 2023
   B. Applicant Narrative by PLS Engineering, dated February 2024
   C. Development Plans
   D. Evergreen School District letter, dated August 25, 2023
   E. SEPA Checklist
   F. Clark County Public Health letter, dated September 18, 2023
   G. Washington Department of Fish and Wildlife comments, dated March 27, 2024
   H. Department of Archaeology and Historic Preservation email, dated April 5, 2024
   I. Department of Ecology comments, dated April 12, 2024
   J. Transportation Analysis by Lancaster Mobley, dated September 18, 2023
   K. Traffic Impact Analysis summary, dated April 30, 2024
   L. Preliminary Stormwater Report prepared by PLS Engineering, dated November 2023
   M. Geotechnical Report by Earth Engineering, Inc., dated August 11, 2023
   N. Road Modification Requests by PLS Engineering, dated November 7, 2023
   O. Approved Driveway Spacing Road Modification
   P. Approved Street Section Road Modification
   Q. Critical Areas Report by Ecological Land Services, dated October 23, 2023
   R. Bank Use Plan by Ecological Land Services, dated February 22, 2024

S. Notice of Application, Hearing, and Option SEPA, dated March 14, 2024

T. Final Determination of Non-Significance, dated April 18, 2024

U. Public Comment

V. Consulting Biologist Review

2. Applicant PowerPoint Presentation

3. City PowerPoint Presentation

4. Revised Staff Report

5. PowerPoint slides submitted by Linda Ignoffo

6. Written testimony submitted by Brad Peterson

7. Post-hearing comment email submitted by Jennifer Brox, dated June 20, 2024

8. Applicant response to post-hearing comment, dated June 25, 2024, with letter from Clark Public Utilities, dated December 27, 2023

9. City response to post-hearing comment, dated June 25, 2024

After considering the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. Ginn Group LLC (Applicant) requested a preliminary subdivision to divide 3.4 acres of land into 46 single-family narrow lots, an associated critical area permit, and a rezone of the property from R-9 Lower Density Residential to R-17 Lower Density Residential. The subject property is located at 11101 and 11117 SE 19th Street, Vancouver, Washington.[1] *Exhibits 1, 1.A, 1.B, and 1.C.*

2. The subject property consists of four parcels containing a total of two single-family residences. There are no known prior subdivision conditions that would apply to the proposed subdivision. All existing structures would be removed from the site. *Exhibits 4, 1.B, 1.C, and 2.*

3. The subject property is presently zoned R-9 and has a Comprehensive Plan land use map designation of Urban Lower Density (UL). *Exhibit 1.* The purpose of the R-9 zone is "to accommodate detached single dwellings with or without accessory residential units at a minimum lot size of 5,000 square feet and a density of 5.9 to 8.7 units/net acre." *Vancouver Municipal Code (VMC) 20.410.020.D*. The purpose of the UL Comprehensive Plan designation is to allow for "predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards." *Comprehensive Plan, Table 1-5;*

[1] The subject property is comprised of Tax Parcel Numbers 113116000, 113115000, 113110000, and 113125000. *Exhibits 1.A and 1.C.*

Exhibit 1.B.

4. The proposed R-17 zone is compatible with the UL Comprehensive Plan designation. *Exhibit 1.* The purpose of the R-17 zone is "to accommodate detached and attached single dwellings with or without accessory residential units at a minimum lot size of 2,000 square feet and a density of 8.8 to 21.8 units/net acre." *VMC 20.410.020.E.*

5. With respect to allowed housing types, the primary difference between the R-9 and R-17 zones is that multi-family housing (limited to two-family, three-family, or four-family dwellings) is allowed in the R-17 zone, subject to the density limitation and development standards of the zone, whereas in the R-9 zone two-family dwellings (i.e., duplexes) are allowed but not three- or four-family dwellings. Both zones allow single-family attached and detached housing. *VMC Table 20.410.030-1.* In this case, only single-family detached housing is proposed. *Exhibit 1.B.*

6. The subject property is bordered by SE 19th Street to the north, SE Maxon Road to the west and south, and single-family residential development zoned R-9 (Cascade Pointe Subdivision) to the east. Land uses across SE 19th Street from the subject property include a condominium development zoned R-22 (Ellsworth Springs Condominiums) and single-family residences zoned R-6 (Norwood Meadows Subdivision). There is a single-family residence zoned R-22 to the west of the subject property across SE Maxon Road, and SR-14 is on the south side of SE Maxon Road. *Exhibits 1, 1.C, 3, and 5.*

7. The Applicant is seeking - through a separate decision process - vacation of right-of-way located along the north side of the south leg of SE Maxon Road. The proposed plat design under review in this document assumes successful vacation of the right-of-way. If the City Council denies the right-of-way vacation request, the lots along SE Maxon Road would lose approximately 25 feet of depth, causing at least some of those lots to fail to meet the minimum lot size standard of the zone.[2] Thus, the lot boundaries would need to be reconfigured (such as by shifting the northern boundary of the southernmost row of lots to the north) and/or lots would need to be eliminated. These changes could be accomplished through an administrative decision process, not requiring Hearing Examiner or City Council review. The overall road configuration of the plat would not change, and frontage improvements would still be required along SE Maxon Road. *Testimony of Mark Person, Jayson Taylor, and Eric Hahn; Exhibits 1 and 1.C.*

8. The proposed rezone is consistent with the 2023 Vancouver Strategic Plan in the following ways. It would place additional density where there is existing street infrastructure, highway access, and transit service.[3] It would provide pedestrian improvements along fronting streets. Through the proposed small lot and unit sizes, it would increase housing options and "affordable" housing stock. The placement of the proposal on the subject property would integrate with the range of housing types already

[2] The lot dimensions and lot areas printed on the preliminary plat map incorporate the right-of-way that is the subject of the right-of-way vacation request.

[3] Transit service is available slightly more than a mile from the site, but it does exist in the vicinity. *Exhibit 1.B.*

present in the surrounding neighborhood. The increased density would be near emergency services, provide energy-efficient homes, and incorporate retained trees into the site design. *Exhibit 1.B; City of Vancouver Strategic Plan, 2023-2029 Update.*[4]

9. The proposed rezone is consistent with Comprehensive Plan policies that encourage higher density and more intense development in areas that are more extensively served by facilities (CD-2), encourage efficient land use and redevelopment of underutilized properties (CD-3), provide for a range of housing types and densities for all economic segments of the population (H-1), and encourage affordable housing (H-2). *Exhibit 1.B; City of Vancouver Comprehensive Plan.*

10. The Applicant identified the City's housing and affordability crisis as a change in circumstance warranting approval of the rezone. *Exhibits 1.B and 2.* Planning Staff noted that there are now state mandates to increase housing supply, and that upzoning is a means to create supply. *Mark Person Testimony.* As described in the preamble to Ordinance M-4377, which created the R-17 zone in 2022, the code update was designed to address the affordable housing challenges documented in the 2016 City of Vancouver Affordable Housing Task Force Report. *Ordinance M-4377.* The proposal is consistent with the goals of the update to add to the range of housing types, expand middle income and workforce housing choices, maintain neighborhood livability with incremental rather than wholesale change, provide housing options near schools and employment, and encourage efficient development in areas with existing public services. The proposed change from R-9 to R-17 represents an incremental change because it would facilitate development that would be consistent with the range of housing types already present in the neighborhood. There are detached houses on small lots (approximately 2,800 square feet) immediately east of the subject property, and there is undeveloped land zoned for multifamily housing to the west of the subject property. The proposal would serve as a transition between the two housing types. *Exhibits 1 and 1.B; Jayson Taylor Testimony.*

11. With respect to housing affordability, the Applicant is not proposing "affordable housing" *per se*, in that there would not be income restrictions, but prices are expected to be lower due to the small lot and residence sizes, and due to the increased supply of housing. The residences would be approximately 1,500 square feet in area. *Chad Stewart Testimony.*

12. With respect to critical areas, the subject property does not contain any wetlands or geologic hazards. The subject property slopes downward from north to south at a gradient of less than eight percent. *Exhibits 1, 1.M, and 1.Q.* However, the subject property contains eight Oregon white oak trees, which are considered a priority habitat by the Washington Department of Fish and Wildlife. Although the Applicant's consultant submitted that the oaks do not constitute "oak woodland," they should be considered priority habitat as individual trees. The oaks have diameters at breast height ranging from 10 to 50 inches, and the estimated canopy area of the eight oaks combined is approximately 10,463 square feet. *Exhibits 1.Q and 1.R.*

[4] https://www.cityofvancouver.us/wp-content/uploads/2023/11/2023-2029-Vancouver-Strategic-Plan.pdf

13. The Applicant proposes to retain seven of the eight Oregon white oak trees (two within Tract A, four within Tract B, and one within Lot 46), and protect them with conservation covenants. It would not be feasible to retain one of the trees (referred to as Oak 1 in the Oak Bank Use and Onsite Enhancement Plan) because it would be within the SE 20th Circle right-of-way. Any possible reconfiguration of the road would result in the loss of a row of lots. Oak 1 has a diameter at breast height of 20 inches and a canopy area of 760 square feet. *Chad Stewart and Jayson Taylor Testimony; Exhibits 1.C, 1.R, and 2.*

14. The development plan represents a minimization of project impacts to Oregon white oak trees in that the original preliminary plat submittal was for a 47-lot project that required removal of two Oregon white oaks. Other plat features that minimize impacts include a modified sidewalk location along a portion of the east side of SE Maxon Road, which would increase the distance between two of the oaks and required frontage improvements, and an increase in the size of Lot 46 and change in building orientation to avoid impacting one of the oaks. Tree protection fencing would be placed based on arborist recommendations prior to commencing construction. *Exhibit 1.R.*

15. To compensate for removal of Oak 1 (760 square feet of impact), as well as for minor grading impacts beneath the canopies of the retained trees (426 square feet of impact total), the Applicant proposes to enhance Tracts A and B by removing invasive species such as English ivy from the oaks and the ground, planting native understory shrubs, seeding bare soils with native grass, retaining dead/dying/decaying oak branches on-site, and placing habitat features such as large woody debris and boulders. These measures would increase species diversity within the tracts and provide higher functioning habitat as compared to pre-project conditions for birds, insects, and small mammals. In addition, consistent with Washington Department of Fish and Wildlife guidance, non-oak trees would be removed to prevent competition that would disrupt oak canopy growth, and the removed trees would be repurposed as downed logs within the tracts. Because the increased habitat functions would take time to be established, the Applicant also proposes to purchase mitigation bank credits from Terrace Oak Bank to provide immediate compensation for oak impacts. The number of credits needed to mitigate the impact would be 0.09, which assumes a 6:1 mitigation ratio and a 50% risk reduction multiplier. With the on-site mitigation and the mitigation bank credits, the proposal would ensure no net loss of ecological function. The mitigation plan was reviewed by the Clark County wetland and habitat review manager, who determined that the mitigation meets relevant mitigation ratios and recommended approval subject to conditions that the Applicant purchase the mitigation bank credits prior to recording the final plat, provide a financial assurance for the enhancement plantings, and record a conservation covenant protecting the oaks. These conditions were incorporated into Planning Staff's recommended conditions of preliminary plat approval. *Exhibits 1.R, 1.V, and 4; Mark Person Testimony.*

16. Consistent with the allowed density range of the proposed R-17 zoning designation (8.8

to 21.8 dwelling units per acre, or 28 to 70 units based on the net site area of 3.19 acres[5]), the proposed 46 units would result in a density of 14.4 dwelling units per acre. *Exhibit 1.C.*

17. The R-17 development standards are set forth in two tables in the VMC, and there is a slight difference between the tables. VMC Table 20.410.040-1 specifies a minimum lot size of 2,000 square feet and a "maximum average size" of 4,900 square feet. VMC Table 20.410.050-1 specifies a minimum lot size of 2,000 square feet and a "maximum lot size" of 5,000 square feet. VMC Table 20.410.050-1 also requires a minimum lot width of 25 feet and a minimum lot depth of 65 feet. *VMC Table 20.410.050-1.* The proposed lots would be consistent with these width and depth standards. The lots would range from 2,167 to 5,546 square feet in area, with an average lot area of 2,730 square feet, and would be at least 25 feet wide and 85 feet deep. The one lot that would exceed 5,000 square feet in area would be encumbered by a critical area - an Oregon white oak and its dripline, which together occupy an area of 1,240 square feet and would be protected under a conservation covenant. As argued by the Applicant and by City staff, allowing the slightly oversized lot would be consistent with other provisions of the VMC, including VMC 20.150.040.C (which excludes wetlands and buffers, access easements, and other features from the definition of "lot area") and VMC 20.410.040.C(2)(d), which allows sensitive areas to be excluded from the density calculation.[6] Further, retaining the entire oak dripline on a single lot would provide better protection for the tree than dividing it between multiple lots. *Exhibit 1; Testimony of Jayson Taylor and Mark Person.*

18. The Applicant proposes to develop the lots consistent with the zero lot line standards of VMC 20.910.050, which allow a side yard setback of zero feet on one side of the structure but require the setback on the adjacent lot to be either zero or at least five feet. The submitted site plan depicts that the building envelopes would meet this requirement; the proposed detached residences would be spaced at least five feet apart. VMC 20.910.050.B requires covenants guaranteeing that the minimum five-foot setback be kept free of permanent obstructions, and subsection C contains building wall requirements. *Exhibits 1.B and 1.C.* Compliance with these requirements would be reviewed at time of building permit.

19. The proposed lots would comply with the technical requirements for lot configuration contained in the subdivision ordinance. No flag lots are proposed, and each lot would have at least 20 feet of frontage. Lot lines would run perpendicular to the adjacent streets. *Exhibits 1 and 1.C; VMC 20.320.070.*

---

[5] In Exhibit 2 and in testimony, the Applicant alleged that up to 62 rental units could be developed under existing R-9 zoning, but the Applicant did not provide any code citations in support, and the undersigned was not able to locate any code provisions that would allow so many units. VMC 20.410.040 allows a 50% density increase for affordable housing, which would allow up to 42 units, and VMC 20.260.060.D allows for transfer of density and an automatic 15% density increase for planned developments.

[6] Because the average lot area would be 2,730 square feet, the lot is only oversized if "maximum lot size" in VMC Table 20.410.050-1 is interpreted not to consider averaging.

20. Because all but one of the lots would be fewer than 40 feet wide, the narrow lot criteria of VMC 20.927.030 and the development standards of VMC 20.927.040 apply. The criteria require that conflicts on narrow lots be eliminated, that adequate guest parking be provided, and that solid waste and recycling collection and access be provided. The Applicant has submitted a narrow lot development plan showing that utilities, driveways, street trees, and other features have been located and designed to minimize conflicts with one another. With respect to parking, the narrow lot development standards require one guest parking space for each three narrow lots, which may be located on the street or in common parking areas. In this case, 15 guest parking spaces are required. The Applicant proposes to meet the requirement through on-street parking. Although not depicted on the narrow lot development plan, at least 17 guest parking spaces are available along the east side of SE Maxon Road and on the south side of SE 19th Street in front of Tract B. Staff recommended that the narrow lot development plan be revised to show street parking. With respect to solid waste collection, collection areas would be available on the street in front of the lots. *Exhibits 4 and 1.C; Mark Person Testimony.*

21. Access to the subdivision would be from existing SE 19th Street and SE Maxon Road, which border the subject property to the north, west, and south. Access to individual lots within the subdivision would be from SE 19th Street, SE Maxon Road, and from proposed SE 20th Circle, a cul-de-sac street that would extend east from SE Maxon Road into the project interior. The street layout would comply with the standards of VMC 20.320.070 relating to block length. No block would be sufficiently long as to require a pedestrian way through the block. *Exhibits 4 and 1.C.*

22. Southeast 19th Street is designated as a neighborhood circulator street. Along the site frontage, the street is not fully improved to neighborhood circulator standards, meaning the project would be obligated to install frontage improvements, including pavement widening and right-of-way dedication as needed to meet City standards and installation of a curb, gutter, planter strip, and detached sidewalk along the south side of the street. *Exhibits 4 and 1.C.*

23. Southeast 19th Street received a pavement overlay in July 2020 and, pursuant to VMC 11.80.100, is subject to a street cut prohibition through July 2025. The Applicant submitted and received City approval of a minor road modification to cut the pavement to install utility connections and other improvements. Staff's recommended conditions of approval address pavement restoration requirements. *Exhibits 1.N and 4.*

24. Southeast Maxon Road is designated as a local access street. Along the subject property frontage, the street is not fully improved to local access standards and frontage improvements would be required. The Applicant submitted and received City approval of a road modification request to allow rolled curbing and a five-foot curb-tight attached sidewalk along the south leg of SE Maxon Road instead of the vertical curb and detached sidewalk required by City standard plan T10-15B. A 5.5-foot wide planter strip would then be placed behind the sidewalk. The road modification increases the usable space within the planter strip for tree planting and installation of streetlights and water meters. With respect to the portion of SE Maxon Road running along the western plat boundary,

the road would be designed consistent with T10-15B, except that an attached sidewalk would be provided along one segment to facilitate Oregon white oak preservation. *Exhibits 4, 1.C, 1.N, and 1.P.*

25. Southeast 20th Circle would be designated a loop/cul-de-sac street, a designation requiring 28 feet of pavement, vertical curbs, five-foot planter strips, and five-foot detached sidewalks within 50 feet of right-of-way per City standard plan T10-16. The Applicant obtained City approval of a road modification request to allow rolled curbs and five-foot curb-tight attached sidewalks on both sides of the street. Planter strips would then be placed behind the sidewalks. The road modification increases the usable space within the planter strip for tree planting and installation of streetlights and water meters. *Exhibits 4, 1.C, 1.N, and 1.P.*

26. With respect to all streets, the Applicant obtained City approval of a road modification request to reduce the driveway spacing requirement of VMC 11.80.110.B(1), which requires driveways providing access from non-arterial streets to be spaced a minimum of five feet from the nearest property line. The approved modification allows the driveways to be set back 1.5 feet from the nearest property line. *Exhibit 4.* The modification was needed to facilitate zero lot line development of the lots and would provide sufficiently wide driveways for up to two vehicles to park, which would increase guest parking. *Exhibits 1.N and 1.O; Jayson Taylor Testimony.*

27. With respect to parking, each new single-family residence is required to have one off-street parking space. *VMC 20.945, Table 20.945.070-2.* Each of the proposed residences would have a one-car garage plus driveway parking. The driveways would have 12-foot wide curb cuts but would otherwise be 18 feet wide, allowing sufficient space to park one or two vehicles, depending on vehicle size. Compliance with the off-street parking standard would be determined at the time of building permit review. *Exhibit 4; Jayson Taylor Testimony.*

28. The Applicant submitted a professionally prepared transportation analysis, dated September 18, 2023. The trip generation rates in the analysis were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, utilizing Land Use Code 210 - Single-Family Detached Housing. Based on the ITE trip rates, the project is expected to add 450 average daily trips to the local street system (net of traffic generated by the two existing residences on-site), including 33 AM and 45 PM peak hour trips.[7] City Staff submitted that the Applicant's trip documentation satisfies the City's requirements for transportation and concurrency analysis. *Exhibit 4.*

29. The subject property is located within the #114 Transportation Analysis Zone. The project would add PM peak hour trips to several Transportation Management Zone corridors, including Mill Plain Boulevard, Andresen Road, 112th Avenue, 164th/162nd Avenue, NE 18th Street, and 136th/138th Avenue. Based on this trip distribution, the

[7] These numbers likely overstate the traffic generation slightly, as the report assumes 47 residences instead of the 46 proposed. Each residence is attributed 10 average daily weekday trips. *Exhibit 1.J.*

Applicant would be required to pay concurrency modeling fees of $1,500. *Exhibits 1.J and 4.*

30. The subdivision would add PM peak hour trips to several intersections with proportionate share mitigation projects, including Leiser Road/St. Helens Avenue/MacArthur Boulevard, MacArthur Boulevard/Andresen Road, MacArthur Boulevard/Devine Road, NE 172nd Avenue/NE 18th Street, NE 179th Place/NE 18th Street, and NE 187th Avenue/NE 18th Street. Based on the subdivision's traffic impact to these intersections, the Applicant would be required to pay a total of $8,911 in proportionate share mitigation fees. *Exhibit 1.J, 1.K, and 4.*

31. In addition to the concurrency modeling fees and proportionate share mitigation fees, the Applicant would be required to pay traffic impact fees pursuant to VMC 20.915 for the Cascade transportation zone. The fee would be calculated based on the rate in effect at the time of building permit application and collected prior to building permit issuance. *Exhibits 1.K and 4.*

32. C-Tran operates a bus route that is approximately 1.25 miles north of the subject property. *Exhibit 1.B.*

33. The proposed subdivision would connect to the municipal water system through an existing water main in SE 19th Street. A new eight-inch main would be extended south and east within SE Maxon Road. Planning Staff submitted that the Applicant's preliminary plans indicate the ability to comply with the City's water requirements. *Exhibits 4 and 1.C.*

34. There is an existing public sewer in SE 19th Street, which is at sufficient depth to provide gravity service for the lots facing SE 19th Street. Shared public pressure sewers would need to be constructed to provide service to the remaining lots, and each lot would need a private pump system. Staff submitted that the Applicant's preliminary plans indicate the ability to comply with City requirements. *Exhibits 4 and 1.B.*

35. The Fire Department reviewed the proposal and submitted that with recommended conditions the proposal would meet the requirements of VMC Title 16 and the International Fire Code. The recommended conditions of approval require a fire response plan and address fire hydrants, fire apparatus access, and signage. *Exhibit 4.*

36. The soils on-site were evaluated by a geotechnical engineer and determined to be suitable for infiltration, although the infiltration rate varies through the site. All stormwater runoff would be infiltrated on-site through proposed infiltration trenches. Media filter cartridges would be used to treat runoff from pollution-generating surfaces prior to infiltration. All stormwater improvements would be designed consistent with the City's stormwater ordinance (VMC 14.25) and Department of Ecology requirements. *Exhibits 4, 1.L, and 1.M; Jayson Taylor Testimony.*

37. Pursuant to VMC Title 20.770.080, a minimum tree density of 30 tree units per acre is

required, which may be satisfied by existing trees, replacement trees, or a combination of existing and replacement trees. There are currently 183 trees on the subject property, 176 of which would be removed from the site due to conflict with roads, utilities, building envelopes, and other subdivision features. The tree density required for the subject property is 97 tree units, and the seven trees proposed for retention (all Oregon white oak) would provide 74.5 tree units. The Applicant proposes to plant sufficient additional trees to result in 120.5 tree units, exceeding the requirements of the ordinance. City Staff recommended that tree protection measures for retained on-site and off-site trees be shown on the final grading plans. *Exhibits 4 and 1.C.*

38. Consistent with VMC 20.925, at least 10% of the net lot area of each lot must be landscaped, and street trees are required along all public and private street frontages. The Applicant has submitted a preliminary landscaping plan that depicts the planting of some street trees, but the plan does not meet the maximum tree spacing of 30 feet on center required by the ordinance. Planning Staff recommended that the Applicant narrow the driveways to 12 feet at the curb or notch the driveways to allow additional street trees to be planted. Compliance with the landscaping requirements applicable to individual lots would be verified at the time of building permit review. *Exhibits 4 and 1.C.*

39. The Applicant would mitigate park impacts by paying park impact fees for Park Impact Fee District B pursuant to VMC 20.915. The fee would be calculated based on the rate in effect at the time of building permit application and collected prior to building permit issuance. *Exhibit 4; VMC 20.915*.

40. The subject property is within the Evergreen School District, and would be served by Ellsworth Elementary School, Wy'east Middle School, and Mt. View High School. The School District provides bus service to all three schools, with the current nearby bus stop located at SE 113th Avenue and SE 19th Street, a short distance east of the subject property. With the proposed frontage improvements, there would be a safe walking route from residences within the proposed subdivision to the school bus stop. The Applicant would mitigate impacts to schools through payment of impact fees pursuant to VMC 20.915. *Exhibits 1.D, 2, and 4.*

41. The Applicant had an archeological predetermination report prepared for the site, which did not find evidence of archaeological materials. Planning Staff recommended that the project be conditioned to include a note on the final plat requiring notice to be provided to the City and to the Washington State Department of Archaeology and Historic Preservation if cultural resources are found, consistent with VMC Title 20.710.090. *Exhibit C1*.

42. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and other project materials, the City issued a notice of application, remote public hearing, and optional determination of non-significance (ODNS) on March 14, 2024, which specified a comment period ending April 15, 2024. Comments were submitted by the Department of Ecology, the Washington Department of

Fish and Wildlife, and from members of the public. The City issued a final DNS on April 18, 2024, which was not appealed. *Exhibits 1.E, 1.S, and 1.T.*

43. Public comment on the application included concerns regarding the proposed increase in density, traffic (including along SE 19th Street, SE 113th Avenue, and Nancy Road), visibility at the intersection of SE 19th Street and Ellsworth Road, parking, housing affordability, groundwater impacts, and electrical grid impacts. Some neighbors argued that, with the apartment complexes to the north of the subject property, the development density within the neighborhood is already too high and would be worsened when other undeveloped parcels in the neighborhood zoned for multifamily uses are developed. Allegation was also made that there are springs and a stream roughly 100 feet from the subject property, across SE 19th Street and SE Maxon Road, respectively. *Exhibits 1.U, 5, 6, and 7; Testimony of Linda Ignoffo, Brad Peterson, John Ignoffo, John Dohman, Michael Rank, and Kelsie Rank.*

44. In response to public comment, the Applicant argued that the proposed project density is consistent with the density allowances potentially available in the R-9 zone for for-rent housing types.[8] The proposed development would create fee simple ownership opportunities. *Chad Stewart Testimony; Exhibit 2.*

45. With respect to parking, the Applicant argued that the proposed one-car garages are necessitated by the R-17 development standards, which limit the garage door width to 50% of the building façade and require main entrances to be visible from the street. *VMC 20.410.050.B(1).* Additional off-street parking would be available within the driveways for up to two cars. *Chad Stewart and Jayson Taylor Testimony.*

46. With respect to the springs and creek, these were not identified by professional consultants and do not appear on Department of Natural Resources, City, or other agency mapping. However, their presence would not affect the site design because the 60 feet of right-of-way between the water features and the subject property would interrupt any buffering requirement.[9] *Jayson Taylor and Mark Person Testimony.*

47. With respect to traffic volumes, the recommended standard for local streets is 2,000 vehicle trips per day. The traffic volume on SE 19th Street is approximately 450 to 500 vehicle trips per day. The traffic added by the proposed development would result in a total volume of approximately 900 vehicle trips per day, well within the design standard.

[8] Specifically, the Applicant argued that 62 units could be provided, but did not offer code citations in support (see Exhibit 2 and Chad Stewart Testimony). Although VMC 20.950.010.A(1) allows up to twice the density of the underlying zone in a cottage cluster development, subsection A(2) limits the number of units within a cottage cluster development to a maximum of two, 12-unit clusters (24 units). The Hearing Examiner was not able to identify any other code provisions or density bonuses that would allow 62 primary dwelling units to be achieved on the site under R-9 zoning; however, VMC 20.810.030 authorizes accessory dwelling units on lots containing detached single-family residences in all residential zones.

[9] See VMC 20.740.110.A(1)(e)(1)(A): "When impervious surfaces from previous development completely functionally isolate the Riparian Management Area or the Riparian Buffer from the waterbody, the regulated riparian area shall extend from the ordinary high water mark to the impervious surfaces."

Daniel Stumpf Testimony.

48. With respect to the quality of the intersection of SE 19th Street and Ellsworth Road, City Engineering Staff do not have significant sight distance concerns, as the estimated sight distance of the intersection would meet the standard for 45-mile per hour traffic, and the posted speed limit is 40 miles per hour. *Eric Hahn Testimony.* Further, the Applicant's transportation engineer evaluated the intersection of SE 19th Street and Ellsworth Road to determine whether a right-turn lane at the northbound approach to the intersection is warranted under Transportation Research Board and Washington State Department of Transportation guidance, and the result was that the right-turn lane is not warranted. *Daniel Stumpf Testimony; Exhibit 1.J.*

49. With respect to driving routes, the Applicant's transportation engineer expects that most traffic would use Ellsworth Road and SE 10th Street to reach McGillivray Boulevard (northeast of the subject property), because the route described in public comment - using SE 113th Avenue and Nancy Road - would require reduced driving speeds. Street parking is allowed along Nancy Road, there are no lanes delineated, the roadway curves, and there are speed bumps. Ellsworth Road and 10th Street are minor arterials with higher speed limits, no parking, and no horizontal curves. *Daniel Stumpf Testimony.*

50. With respect to groundwater concerns, although groundwater was not detected in test pits during the geotechnical evaluation (which occurred in August), piezometers were installed on-site to record groundwater elevations during wet weather months, so the information could be incorporated into the final stormwater design. *Exhibit 1.L; Chad Stewart Testimony.* City Staff are satisfied with the preliminary information that has been submitted and that any groundwater issues can be addressed during engineering review. *Mark Person Testimony.*

51. With respect to electrical grid capacity, the Applicant received correspondence from Clark Public Utilities regarding electrical service, which identified construction requirements but did not note any capacity issues or other issues of concern. *Exhibit 8*.

52. Having heard all testimony, including public concerns and Applicant responses, Planning Staff maintained their recommendation for approval of the requested permits subject to the conditions identified in the staff report and subject to one additional condition requiring installation of street trees prior to occupancy of the built residences. *Exhibits 1 and 4; Mark Person Testimony*. Applicant representatives waived objection to the recommended conditions in Exhibit 1 and requested for clarity purposes the additional condition recommended in Exhibit 4. *Testimony of Chad Stewart and Jayson Taylor; see Exhibit 2, Slide 16*.

/
/
/

CONCLUSIONS

Jurisdiction:
The Hearing Examiner has jurisdiction to review and make a recommendation to City Council on the rezone - a Type IV application - pursuant to VMC 20.285.040.C(2).

Per Vancouver Municipal Code 20.210.020 Table 20.210-1, preliminary subdivisions are Type III development applications, which are decided by the Hearing Examiner, and critical areas permits are Type II development applications, which are decided by the Planning Official. Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications. Thus, the Hearing Examiner also has jurisdiction to issue findings and a recommendation to City Council on the subdivision and critical areas permit applications.

Rezone Criteria for Review:
Pursuant to VMC 20.285.060, the approval criteria for a standalone zoning map amendment (i.e., a map amendment not involving a comprehensive plan amendment) require demonstration of the following:

1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

Critical Area Permit Criteria for Review:
Pursuant to VMC 20.740.060, any activity subject to VMC 20.740 must comply with the following criteria:

A. *Avoid Impacts.* The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.

B. *Minimize Impacts.* Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.

C. *Compensatory Mitigation.* The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.

D. *No Net Loss.* The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.

E. *Consistency with General Purposes.* The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.

F. *Performance Standards.* The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110, Frequently Flooded Areas VMC 20.740.120, Geologic Hazard Areas VMC 20.740.130, and Wetlands VMC 20.740.140, as applicable.

Subdivision Criteria for Review:

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicants must demonstrate compliance with the following criteria:

A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;

B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;

C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;

D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;

E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;

F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and

G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030.A, B, and C.

Narrow Lot Development Approval Criteria:

Pursuant to VMC 20.927.030, in order for the City to grant approval of a preliminary short subdivision or subdivision that proposes narrow lots, the Applicant shall demonstrate compliance with the following criteria:

A. Conflicts on narrow lots shall be eliminated. The development has been designed to eliminate conflicts between on-site and off-site improvements and features associated with narrow lots. Specifically, the location, size, and design of features including driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., shall be considered in the design of the development and coordinated to eliminate conflicts with one another and meet minimum spacing requirements.

B. Adequate guest parking shall be provided. The development has been designed to provide for at least one guest parking space for every three narrow lots in the development. Such spaces may be located on-street (on local access or loop classification roadways only) or in common parking areas subject to the development standards of VMC 20.927.040.A(2).

C. Solid waste and recycling collection and access shall be provided. The development shall be designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot.

RCW 58.17.110 requires as follows:

(1) The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication.

(2) A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

Conclusions Based on Findings:

1. The criteria for rezone are satisfied.

   A. The proposed rezone to R-17 is more consistent with the Vancouver Strategic Plan and the Comprehensive Plan than the existing R-9 designation because it would

provide additional density in an area served by infrastructure and public facilities, would add to the range of housing options, and would result in home and lot sizes that are more likely to be affordable to a broader swath of the community than standard R-9-sized lots and residences. *Findings 3, 4, 8, 9, and 11.*

B. The City's need for additional and affordable housing, as reflected in the 2022 housing code updates that created the R-17 zone and in the state legislature's direction regarding upzoning, represents a change in circumstances since the R-9 zone was adopted. *Finding 10.*

2. As conditioned, the criteria for a critical area permit are satisfied.

A. The Applicant has demonstrated that impacts to Oregon white oaks would be avoided to the extent possible through site design. Seven of eight trees would be retained. Removal of one tree is unavoidable. *Findings 13 and 14.*

B. The Applicant has demonstrated that impacts to retained Oregon white oaks would be minimized. For example, sidewalk placement on SE Maxon Road would be modified to increase the distance of the sidewalk from retained oaks. *Finding 14.*

C. Appropriate compensatory mitigation would be provided for unavoidable impacts. Mitigation would occur on-site (in the form of habitat enhancement), with mitigation bank credits also purchased to provide a more immediate benefit. *Finding 15.*

D. The proposal would ensure no net loss of critical areas functions and values. *Finding 15.*

E. The proposal would be consistent with the purpose of VMC 20.740 to designate and protect critical areas while also allowing for reasonable use of property (see VMC 20.740.010) and would not pose a threat to the public health, safety, or welfare. No public health, safety, or welfare concerns were identified in conjunction with the proposed tree removal and mitigation. *Findings 12, 13, 14, and 15.*

F. The proposal meets the relevant performance standards, which incorporate a no net loss standard and prioritize on-site enhancement (see VMC 20.740.110.C(1)). *Finding 15.*

3. As conditioned, the criteria for a preliminary plat are satisfied.

A. As conditioned, appropriate provision has been made for transportation, water, storm drainage, erosion control, and sewage disposal. The local street system has capacity to serve the development. Impact fees and proportionate share mitigation fees would mitigate the impact of the project's increased trips on the surrounding transportation system. *Findings 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 36, 47, 48, 49, and 50.*

B. As conditioned, appropriate provision has been made for streets, alleys, utilities, and other improvements consistent with City and State standards, as modified through the road modification process. Sufficient parking would be provided to satisfy City parking standards as well as the guest parking requirement of the narrow lot criteria. *Findings 20, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, 47, 48, 51, and 52.*

C. Park and school impacts would be mitigated through payment of impact fees. *Findings 39 and 40.*

D. The design of the subdivision takes into account the physical features of the site. The subdivision has been designed to avoid and minimize impacts to seven of the eight Oregon white oaks on-site. The proposed use of infiltration trenches for stormwater management is compatible with soil conditions. The final stormwater design would incorporate the results of wet season groundwater monitoring. *Findings 12, 13, 14, 36, and 50.*

E. There are no prior subdivision terms or conditions that affect the proposal. *Finding 2.*

F. As conditioned, the subdivision complies with the applicable requirements of VMC 20.320, which address subdivision layout and access requirements. *Findings 19 and 21.*

G. The above criteria largely address the requirements of RCW 58.17.110. The RCW also includes a requirement that a subdivision make appropriate provision for safe walking conditions for students who only walk to and from school. In this case, students would be bussed to school and there would be continuous sidewalks within the subdivision and along the walking route to the bus stop. The public interest would be served by the provision of housing consistent with the Strategic Plan, Comprehensive Plan, and the standards of the R-17 zone. To ensure R-17 standards are met with the site design proposed, a condition is needed to ensure that the right-of-way vacation process is completed prior to civil plan approval. The proposal to develop detached residences is consistent with the UL Comprehensive Plan designation and adjacent land uses. *Findings 4, 5, 6, 8, 9, 10, 16, 17, 18, 22, 24, 25, 40, and 52.*

H. As conditioned, the proposal is consistent with the narrow lot development criteria. *Finding 20.*

RECOMMENDATION

The Hearing Examiner recommends to the Vancouver City Council that the requested rezone of 3.4 acres at 11101 and 11117 SE 19th Street from R-9 to R-17, the requested subdivision of the land into 46 single-family residential lots, and the associated critical area permit be **APPROVED** subject to the following conditions:

Prior to Civil Plan Approval:

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements, please contact (360) 487-7804.

2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at (360) 487-7802 to obtain a fee quote.

3. Pay concurrency monitoring fees totaling $1,500.

4. Pay proportionate share fees totaling $8,911.

5. Submit an inadvertent discovery plan for discovery of archaeological resources.

6. Place the following note on the grading plans: "If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified."

7. Place this note on the Engineering Plans: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan."

8. Include this note on final landscape plans: "All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility."

9. Show tree protection fencing on Grading Plan for on-site and off-site trees.

10. Make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.

11. Revise development plan to show on-street parking in accordance with narrow lot standards.

12. The new public dead-end cul-de-sac that will extend eastward from SE Maxon Road shall be named SE 20th Circle.

13. Include the City of Vancouver standard advanced pavement restoration requirement on the civil drawings.

14. Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes that identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in SE Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of SE Maxon Road.

15. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

16. New and existing fire hydrant locations related to this project shall be shown.

17. An approved fire response plan shall be included in both the civil plans and the architectural plans.

18. Obtain City Council approval of final ordinance vacating the right-of-way along the south leg of SE Maxon Road.

Prior to or During Construction:

19. Comply with the applicable requirements in the letter from Ecology dated April 12, 2024.

20. Comply with the applicable requirements in the letter from Clark County Public Health dated September 18, 2023.

21. Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of civil plan approval and secure final civil project acceptance.

22. Fire hydrants for emergency use shall be established and maintained accessible.

23. Fire apparatus access roads shall be established and maintained.

24. Site security measures shall be installed to prevent unauthorized access.

25. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.

26. All fire safety provisions of the International Fire Code shall be adhered to.

27. No smoking signage shall be posted throughout the site except in designated smoking areas.

28. Site security shall be maintained to prevent unauthorized access.

29. Consideration for emergency vehicle access shall be taken when staging materials for construction.

30. The general construction manager shall ensure that all requested inspections for fire protection system work are requested by the permit holder and that the systems were pre-tested to being scheduled.

Prior to Final Plat Approval:

31. Oak Mitigation Bank credits (0.09) shall be purchased. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording.

32. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.

33. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.

34. Provide the following improvements to SE 19th Street, per City of Vancouver standards:

    a. Dedicate additional right-of-way if/as necessary to obtain the full 54-foot right-of-way width, per T10-14.

    b. Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.

    c. Install curb, gutter, planter strip, and detached sidewalk, per T10-14.

    d. Install driveway approaches, per the appropriate standard.

    e. Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.

    f. Street lighting must be installed or upgraded to current standards, see street lighting comments below.

    g. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.

35. Provide the following improvements to SE Maxon Road, per City of Vancouver standards:

    a. Dedicate additional right-of-way if/as necessary to obtain the required 25-foot right-of-way half-width, per T10-15B.

    b. Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.

    c. From SE 19th Street to the south end of the property where SE Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)

    d. From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, five-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable City standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.

    e. If the resulting total paved street width is less than 28 feet, "No Parking - Fire Lane" signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.

f. Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of SE Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.

g. Street lighting must be installed or upgraded to current standards, see street lighting comments below.

h. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.

36. Provide the following improvements to SE 20th Circle, per City of Vancouver standards:

a. Dedicate 50 feet of right-of-way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and five-foot curb-tight attached sidewalk on both sides of the street, per the applicable City standards and the conditions of the approved road modification. The attached sidewalk must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.

b. Construct a new intersection on SE Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable City standards.

c. Install "No Parking - Fire Lane" signs at appropriate spacing along one side of the street.

d. Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable City standards.

e. Street lighting must be installed or upgraded to current standards, see street lighting comments below.

f. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.

37. Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.

38. Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.

39. Tracts A and B are to be owned and maintained by the Homeowners Association.

40. Submit a final plat application. Applications can be found under Building, Planning, and Environment on the City of Vancouver website, www.cityofvancouver.us.

41. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Notes Required on Plat:

42. If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified.

43. All lots within this plat are subject to a specific tree plan on file with the City of Vancouver. Required trees shall be planted on a per lot basis prior to final occupancy. No tree within the plat shall be removed without a permit.

44. Homeowners Association is responsible for maintenance of all open space tracts listed on this plat.

Prior to Issuance of any Building/Development Permits:

45. All required fees, including Transportation, School, and Park Impact Fees shall be paid.

46. Building permits shall be subject to the narrow lot development standards of 20.927.040.

47. Building permits shall be subject to the development standards of 20.410.050.B.

48. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.

49. Required fire lane signage shall be installed.

Prior to Issuance of Certificate of Occupancy:

50. Install required street trees and landscape buffer plantings per VMC 20.925.030.E.

Decided July 8, 2024, 2024.

By:

Sharon A. Rice
City of Vancouver Hearing Examiner

EXHIBIT 1

CITY OF Vancouver WASHINGTON

STAFF REPORT

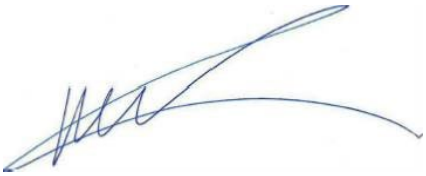
Project Name	19th Street Terrace Subdivision and Zone Change PRJ-168925/LUP-83811
Report Date	June 4, 2024
Hearing Date	June 18, 2024
Proposal	46-lot single-family narrow lot subdivision, zone change from R-9 to R-17 and critical area permit
Location	11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.
Contact	PLS Engineering, Travis Johnson, 604 W Evergreen Blvd, Vancouver, WA 98660
Applicant	Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665
Property Owners	Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664
Staff	Mark Person, Senior Planner / Case Manager Eric Hahn, Senior Civil Engineer, Transportation / Concurrency Andrew Jorgenson, Deputy Fire Marshal Amanda Romero, Solid Waste Giff Hancock, Civil Engineer, Water Aaron A. Odegard, Civil Engineer, Sewer Mike Swanson, Civil Engineer, Stormwater Eric Stinson, Building Plans Examiner
SEPA Determination	Final Determination of Nonsignificance

Approval Criteria	Subdivision – VMC20.320.040 Zone Change – VMC20.285.060 Critical Area – VMC20.740.060
Staff Recommendation	Staff recommends approval of the subdivision and zone change. Project conditions and/or required revisions are identified in the conclusion of this report.

APPEAL

This report to the hearing examiner is a recommendation from Community Development Department. The examiner may adopt, modify or reject this recommendation. The hearing examiner recommendation will be forwarded to City Council for a final decision.

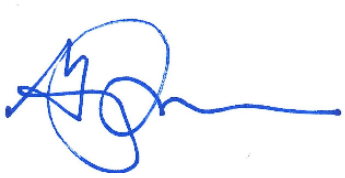
For questions or additional information, you may contact the case manager by telephone at 360-487-7885, or by e-mail at mark.person@cityofvancouver.us .



June 4, 2024

Report Prepared by
Mark Person, AICP, Senior Planner/Case Manager

Date



June 4, 2024

Greg Turner, Manager
Land Use Planning

Date

BACKGROUND

Project Summary

Proposed 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17. Application includes a critical area permit application, there are Oregon White Oaks present on the site.

General Site Information

Zoning District	R-9
Adjacent Zoning Designation	R-22 to the north, across 19th Street, R-9 to the east, R-4 to the south, across Maxon and SR-14 and R-22 to the west, across Maxon
Comprehensive Plan Designation	UL
Parcel Size	Four parcels totaling 3.4 acres
Adjacent Land Uses	Residential
Access Roads	19th Street to the north, Maxon to the west and south
Existing Vegetation	**Identified Oak Woodland Habitat**
Existing Structures	Two existing homes
Topography	Sloping north to south with approximately 36 feet of fall
Geologic Hazards	No mapping indicators
Seismic Hazard	NEHRP Class C
Habitat and Species Impacts	**Yes**
Flood Plains	Outside Flood Area
Wetlands	**Potential Presence**
Archaeology	Level A – Higher Probability and within site buffer
Drainage Basin	Columbia Slope
Wellhead Protection	Critical Aquifer Recharge Area
Soils	HsB, LgB
Park Impact Fee District	District B
School Impact Fee District	Evergreen
Impacted Schools	Ellsworth, WyEast and Mt. View
Traffic Impact Fee District	Cascade
Transportation Analysis Zone	114
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Ellsworth Springs

Procedural History

Activity	Case #	Date
Pre-application conference	PIR-83596	08/17/2023
Application submitted	LUP-83811	11/15/2023
Application determined fully complete		02/29/2024
Notice of application, SEPA DNS and public hearing		03/14/2024
Final DNS		04/18/2024
Hearing Date		06/18/2024

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.80 Street Standards; 11.90 Transportation; 11.95 Transportation Concurrency; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 14.26 Water Resource Protection; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.210 Fire Protection Systems; 16.04.010 Premises Identification; 20.210 Decision Making Procedures; 20.285 Text and Map Amendments; 20.320 Subdivisions; 20.915 Impact Fees; 20.740 Critical Areas Protection; 20.770 Tree Conservation; 20.410 Lower Density Residential Districts; 20.925 Landscaping and Open Storage; 20.945 Parking and Loading; and 20.790 State Environmental Policy Act Regulations and 20.970 Solid Waste Disposal and Recycling.

Comprehensive Plan

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

RCW 58.17
Manual on Uniform Traffic Control Devices

ANALYSIS

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code.

AGENCY AND PUBLIC COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Clark County Public Health

CCPH issued a Development Review Evaluation for the project dated Sept. 18, 2023 (Exhibit F).

On-Site Sewage Treatment Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17)

Existing individual on-site sewage systems (OSS) is not listed on the application but there are county records indicating OSS are at the site (OON0049033 & ON0052911). A site visit on Sept. 7, 2023 did not verify evidence of an on-site sewage system but ABS pipe was seen approximately 10 feet south of the southeast corner of 11101 SE 19th Street near a likely septic tank. Any other on-site sewage system discovered during development must be properly abandoned with written notice provided to Clark County Public Health.

Please provide written notification describing the actions taken to legally abandon the systems with pumper's receipt attached. Proper system abandonment requires tank pumping by a licensed pumper, removing the tank or breaking in the tank lids, punching

a hole in the bottom, and filling the cavities with rock, sand, or compacted soil. Cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17)

Existing wells are indicated on the application. There are county records indicating wells are at the site (WP0009727 & WP0009726). A site visit on Sept. 7, 2023 did discover evidence of wells. A well was observed under a water valve box immediately in front of 11101 SE 19th Street. A well was observed in a concrete container approximately 50 feet north of the house next to the west driveway to 11117 SE 19th Street. Any wells identified during development must be properly decommissioned per WAC 173-160-381 by a Washington licensed well driller with written notice provided to Clark County Public Health and the well locations marked on the final plat.

The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Conclusion: The proposal will comply with Public Health requirements as conditioned.

Washington Department of Fish and Wildlife

A letter was received from the Washington State Department of Fish and Wildlife dated March 27, 2024 (Exhibit G). The letter contains Oregon white oak guidance that has been incorporated into this staff report.

Department of Ecology

A letter was received from the Department of Ecology dated March 12, 2024 (Exhibit I). The email contains standards for solid waste management, toxics cleanup and water quality. **The applicant shall comply with these requirements during construction.**

Public Comment

Electronic messages were received during the comment period from neighbors expressing concerns over increased density, traffic, streets, critical areas and affordability. These comments are included in this report as Exhibit U. Comments applicable to the development code are addressed within this report.

FINDINGS

Land Use

20.210 Decision Making Procedures

Finding: Per VMC 20.210-1 Zoning Map Amendments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval. Per Table 20.210-1, preliminary subdivision (10 lots or more) requires a Type III process and preliminary approval by the hearing examiner.

Per VMC 20.210.020.D, when more than one application is submitted for a given development and those applications are subject to different types of procedure, then all of the applications are subject to the highest type of procedure that applies to any of the applications.

20.285 Text and Map Amendments

Finding: The application includes a map amendment to change the zoning on the site from R-9 to R-17. Zoning map amendments not involving associated comprehensive plan map amendments shall demonstrate the following:

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

Applicant Response: The City adopted a 2023-2029 Strategic Plan earlier this year that included eight focus areas. This narrative below shows how the proposal is consistent with five of the applicable focus areas:

Transportation and Mobility

The development will improve all the existing abutting streets and proposed internal streets with sidewalks that will improve pedestrian mobility in and around the site. The site is near Highway 14, which will provide quick and efficient vehicular access to and from the site. The Mill Plan Vine (C-Tran) bus route is approximately 1.25 miles north of the site and would be within a 15 minute bike ride from the site. The site is within the urban areas of the County and there is adequate roadway infrastructure to support the proposed development.

Housing and Human Needs

The proposed development would bring an additional 46 single-family homes to the market. These homes would be affordable to a large portion of the community as they would be smaller efficient homes on compact lots. These proposed homes would contribute to the diverse range of housing options within the city and help make home ownership attainable.

Vibrant and Distinct Neighborhoods

The proposed development will integrate well withing the existing residential neighborhood that consists of a wide range of housing. There are apartments to the north and existing single-family neighborhoods to the east of the site. The site itself will provide a relatively private dead-end cul-de-sac community that will foster social cohesion.

Safe and Prepared Community

Emergency services will be provided by the Vancouver Police Department and Fire District. The nearest Fire Station is 1.3 miles to the NE of the site. The proposed site is also within an urban area that is served by public water. The site will be designed with fire hydrants that meet the spading requirements of the current fire codes. The proposed homes will also meet the current building codes that continually include

updates that improve the performance of buildings during natural disasters, including earthquakes.

Climate and Natural Systems
The proposed site development will include energy efficient homes. This will likely include smaller homes that maximize the utility of spaces while cutting down on overall building size. The homes will also be equipped with high efficiency heat pump HVAC and water heater systems. The HVAC systems will include air conditioning to improve livability during the summer months. The site design will also retain seven trees that provide priority habitat as well as shading/green space for the community. 85 trees are also proposed to be planted to improve long-term tree canopy over the site. The site will include stormwater systems that will collect and treat stormwater from pollution generating surfaces. All stormwater is proposed to be infiltrated into the ground.

2022 Housing Code Updates
In response to the 2016-2021 strategic plan and the 2016 Affordable Housing Task Force recommendations, the City Council studied and approved housing code updates in 2022. This code update resulted in the creation of the R-17 zone to provide additional housing options, and improve affordability within the city.

The Housing Code Updates webpage states the following as a purpose of the update:

"Vancouver, like many communities, is facing a housing crisis. As the city continues to grow, there is a desire and need for new types of housing that would allow residents to live more affordably while also maintaining neighborhood livability. However, current city zoning rules prohibit many of these housing options. Changes to the development code can create opportunities for the private sector to deliver a more diverse, affordable housing stock."

The project goals of the housing update are stated as the following:

"The goal of the project is to update City codes to allow for different, smaller and more affordable types of housing choices. Many are recommended in the Affordable Housing Task Force report (2016) and many are similar to what is allowed in Clark County and other Washington cities nearby and statewide."

The specific goals include:
- Allowing for the development of diverse housing types to meet changing demographic needs and consumer preferences
- Expanding market rate, middle income, and affordable housing choices
- Maintaining neighborhood livability with incremental, rather than wholesale, change
- Providing more opportunities for people to live near where they work and attend school, and reduce costly commutes
- Facilitating development in areas with full existing public services

The current proposal is consistent with this plan and will help meet the City's goals. The subdivision proposal associated with the zone change will accomplish the following:

- The project will add diversity to the housing options in the immediate vicinity of the site.
- It will provide middle income housing geared toward families wanting to live in the City of Vancouver.
- The rezone is only an incremental change in density and will blend with existing development in the immediate area. There is a small lot single-family development to the east, apartments to the north, multifamily zoned land to the west, and a highway to the south
- The site is located in the middle of the urban area of Vancouver and is surrounded by existing development.
- The project in is an area with full existing public services.

Finding: Staff agrees that the proposed zone change is in alignment with the strategic plan and comprehensive plan. Additionally, the zone change addresses needs identified in the Affordable Housing Task Force Report and will help address the housing deficit in Vancouver.

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

Applicant Response: The housing and affordability crisis represents a change in circumstance since the existing zoning designation was established. Well-planned site-specific rezone requests are a way to increase the housing supply in the urban areas of the city. This increase in housing supply will help improve affordability within the city.

Approval of this rezone request will result in a development that can be served by existing urban public services and will provide more flexibility in density and housing types, resulting in more affordable housing.

Finding: Staff agrees with the applicant response. Vancouver is experiencing a housing shortage and a zone change on this site will increase the density at this location.

20.320 Subdivisions

Finding: Per VMC 20.320.040, to receive approval of a preliminary plat, the applicant must demonstrate compliance with the following criteria.

Public facilities provision

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the city's current ordinances, standards and plans.

Finding: As discussed and conditioned in the following sections of this report, adequate provisions have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal.

Proposed improvements
Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the city's current ordinances, standards and plans, and Public Health and/or Washington State Department of Transportation standards and plans, where applicable.

Finding: The proposed land division includes frontage improvements to SE 19th Street and SE Maxon Road and includes a new internal street (SE 20th Circle). The future residences will be required to connect to the city's water and sanitary sewer systems. The applicant proposal, as discussed in the engineering section of this report, will meet the above-noted requirements as conditioned. Public Health requirements are noted in this report and made a condition of approval.

Open space and dedications
Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations.

Finding: Provisions for the acquisition and maintenance of open space, parks and schools will be provided with the payment of school and park impact fees, paid upon the issuance building permits. The proposal open space areas for the preservation of Oregon White Oaks on the site. Any required dedications, easements or reservations are required to be shown on the final plat.

Physical characteristics
The design of the proposed short subdivision or subdivision-site has taken into consideration the physical features of the site, including but not limited to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands.

Finding: The physical characteristics of the site have been considered in the design of the subdivision as documented in this report.

Re-platting of existing subdivisions
When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all the terms and conditions of the existing subdivision's conditions of approval.

Finding: No subdivision terms or conditions are known that impact the proposal.

Compliance with all requirements of this title
The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval.

Finding: The applicable requirements of Title 20 are addressed in this report and have been met or will be met with conditions of approval.

Compliance with state requirements
That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The Comprehensive Plan identifies goals and policies that are implemented through the city's Land Use and Development Code. They guide development in the City of Vancouver for the benefit of the public health, safety, and general welfare. The proposed plat complies with these requirements by providing new housing units at the density anticipated by the zoning code, by providing the necessary infrastructure to serve the development, the payment of impact fees for schools, parks, and transportation, and by demonstrating that applicable laws can be complied with as conditioned; therefore, the public interest should be served by the proposed plat.

The proposed plat will assist in the expansion of the city's housing supply; it will facilitate development in an area that is largely developed and has urban services; it will implement city goals promoting development while limiting urban sprawl.

Evergreen Public Schools received notification of the proposed development to assist in the forecasting growth within each school. The letter indicated that bus service is provided for the site. Any additional bus stop locations will be determined by the school district. A letter from Evergreen Public Schools regarding bussing is included as Exhibit D.

This project complies with RCW 58.17.110.

Narrow Lot Additional Criteria
Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Finding: The proposed development includes lots less than 40 feet in width, the narrow lot criteria are addressed with this report.

Street improvement standards
All proposed streets and street improvements shall comply with the provisions of Title 11 and approved transportation standards details on file with the Transportation Department.

Finding: As stated in the Transportation section of this report, street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

Blocks
The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, and control; safety of motor vehicular, bicycle and pedestrian traffic; and recognition of limitations and opportunities of topography.

Sizes of blocks
Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

Finding: The proposed block complies with the above standards.

Easements for utility lines
Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

Finding: All water, storm and sanitary sewer lines constructed within the public right of way do not require easements. However, if these lines, hydrants, water meters or other utilities are constructed outside the public right of way, dedication or easements will be required prior to final plat approval.

Watercourses
If a subdivision is traversed by a watercourse such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

Finding: No watercourse traverses the property.

Pedestrian/bicycle ways in and through residential subdivisions
In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

Finding: No blocks are being created over 800 feet in length by this subdivision.

Flag lots
Flag lots may be permitted, provided that the minimum width of the flag stem is 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

Finding: No flag lots are proposed.

Lot side lines
Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

Finding: Side lot lines, as far as practical, run at right angles to the adjacent street.

Lot frontage. With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

Finding: Each lot will have 20 feet or more of frontage.

Parks and playgrounds. The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

Finding: Park impact fees assessed for the future residences are to be used for the acquisition of new parklands and improvements to existing parks.

Narrow lot land divisions. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet the development standards of VMC 20.927.040.

Finding: The development includes lots having a width of less than 40 feet, the narrow lot criteria of 20.927.040 are addressed within this report.

Existing trees. All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC Tree Conservation.

Finding: The proposal complies with the tree conservation ordinance, as noted in the tree conservation section of this report.

Conclusion: The proposal complies with the subdivision development standards as conditioned.

20.410.030-1 Lower-Density Residential Districts Use Table
Finding: Per Table 20.410.030-1, detached single-family dwellings are a permitted use in the R-17 zoning district provided the minimum required residential density is met, on an overall project basis.

Conclusion: The proposal complies with the use restrictions of the R-17 zone. Minimum and maximum densities are addressed within this report.

20.410.040 Minimum and Maximum Densities
Finding: The maximum density in the R-17 zone is 21.8 units per acre and the minimum density is 8.8 units per acre. The proposed 46-lot subdivision meets minimum and maximum allowed density.

Zone	Net Site Area	Minimum Units Allowed	Maximum Units Allowed
R-17	3.19 acres	28	69

20.410.050 Development Standards

Development standards. Development standards in low-density residential zoning districts are contained in Table 20.410.050-1. These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter 20.902 VMC.

1. *Additional standards within R-6, R-9, and R-17 Zoning Districts.* The following standards are in addition to the requirements in Table 20.410.050-1:

a. *Garages.* The width of the garage door facing the street may be up to 50 percent of the width of the street-facing building façade or 10 feet in length, whichever is greater. Garage limitations do not apply to residential development accessed through rear alleys, or where the garage is located in the rear of the lot.

Finding: Detailed review of this requirement will be completed at building permit review.

b. *Main Entrances.* Main entrances shall be visible from the street and must have a porch or entry, and face the street or be oriented at an angle of not more than 45 degrees from the street-facing façade. Corner lot homes may face either street.

Finding: Detailed review of this requirement will be completed at building permit review.

c. *Front Façade Variety.* Duplicative front façades of detached single-family structures facing the same street are prohibited. Sufficient differences can be achieved through meeting at least three of the following design features:

i. Varied or staggered front setbacks, with variations of at least five feet;
ii. Different building heights, with the two heights varying by at least five feet;
iii. Varied rooflines such as hipped or pitched roofs;
iv. Different window opening locations and designs;
v. Different garage location, configuration, and design.

Finding: Detailed review of this requirement will be completed at building permit review.

d. *Alleys.* Where alleys are present, all garages and on-site parking shall be accessible from the alley. In R-17 zones, single-family residential developments shall utilize rear alley loading as follows:

i. Alleys shall be required for developments on sites of four acres or larger where the proposed average new lot size is less than 3,000 square feet unless the application demonstrates and the planning official agrees that alleys are unfeasible due to significant site constraints such as significant variations in topography, irregular site shape, or presence of natural resource constraints.
ii. Alleys are encouraged in all other cases.

Finding: The site is less than four acres. No alleys are proposed as part of this application. The applicant's narrative states that due to the steep grade of the site, alleys are infeasible at this site. Staff agrees that the slopes in addition to the Oregon White Oaks on the site make alleys infeasible at this location.

e. *Compliance with Narrow Lot Development Standards.* Developments within the R-17 zoning district shall be subject to Chapter 20.927 VMC, Narrow Lot Developments, with the exception of VMC 20.927.040(A)(6)(d) garage width standards.

Finding: The narrow lot development standards are addressed withing this report.

f. *Location and configuration of driveways.* Driveways shall be located to preserve space for on-street parking by meeting one of the following requirements:

i. For housing units or developments on corner lots, off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.

ii. Driveways providing access to the front façade must be consolidated for adjacent dwellings.

iii. Consolidated driveways shall be tapered (i.e., narrower where they connect to the street and wider at the back of the driveway) to minimize the width of curb cuts and to enhance pedestrian safety.

iv. Individual driveways must be separated by at least 20 feet as measured from the edge of the driveway apron.

Finding: Detailed review of this requirement will be completed at building permit review.

g. *Solid Waste Provisions.* The development application shall include a plan for access for solid waste and recycling collection service, indicating common or individual unit collection points with demonstrated access and turning space for solid waste vehicles.

Finding: Solid waste is addressed within VMC 20.927 of this report.

20.410.050-1 Development Standards in Lower-density Residential Zones

Standard	R-17	Proposal
Minimum Lot Size	2,000 sf	2,167[1] sf
Maximum Average Lot Size	5,000 sf	2,730 sf
Maximum Lot Coverage*	65%	65%
Minimum Lot Width	25'	25.5'
Minimum Lot Depth	65'	85'

Minimum Setbacks		
Front yard*	10'[6]	10'
Rear and through yards *	5'	5'
Side yard*	0'[1]/5'[2]	5'
Street side yard*	8'	8'
Garage/Carport from public/private street right of way or sidewalk easement*	18'	18'
Garage/Carport from alley*	5'	18'
Maximum Height*	35'	35'
Minimum Landscaping Requirement* (percentage of total net area)	10%	10%

[1] Subject to VMC 20.910.050

[2] For each additional 10 feet of building height, or fraction thereof, over 25 feet, add two feet to the setback to a maximum of 10 feet on each side or rear yard.

*Verified for compliance during individual site building permit review

Finding: The proposed lots comply with the above standards. Development standards for the future dwellings will be reviewed at the time of building permit application.

20.710 Archaeological Resource Protection

Finding: This project is located within an area of high probability for the discovery of archaeological resources; therefore, a predetermination was required as part of the application. The applicant sent the report directly to the Department of Archaeology and Historic Preservation. DAHP recommended that an inadvertent discovery plan (IDP) be put in place prior to ground disturbance. **Prior to civil plan approval, submit an IDP.** Additionally, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. **Prior to final civil and plat approval, a note shall be added to the plans and plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."**

Conclusion: The proposal complies with the archaeological resource protection ordinance as conditioned.

20.740 Critical Areas

Finding: The subject site contains Oregon White Oaks and potential wetlands which are regulated under the city's critical areas ordinance as geologic hazard areas. The applicant has provided a critical areas report (Exhibit Q) and bank use plan (Exhibit R) as part of the

application. These reports have been reviewed by the Clark County Wetland and Habitat Review manager.

The critical areas report and the city's consulting biologist agree that there are no wetlands on-site.

Any activity subject to this Chapter, unless otherwise provided for in this Chapter, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria. The city may condition the proposed activity as necessary to mitigate impacts to critical areas and their buffers and to conform to the standards required by this Chapter. Activities shall protect the functions of the critical areas and buffers on the site.

A. Avoid Impacts. *The applicant shall first seek to avoid all impacts that degrade the functions and values of a critical area. This may necessitate redesign of the proposal.*

Finding: The proposed application retains seven of the existing eight oak trees on-site. The oak tree to be removed is within the proposed roadway necessary to serve the site.

B. Minimize Impacts. *Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.*

Finding: The applicant states that the site has been redesigned to minimize impacts through sidewalk and home placement.

C. Compensatory Mitigation. *The applicant shall compensate for unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.*

Finding: The applicant proposes to purchase 0.09 bank credits at the Terrace Oak Bank in addition to on-site enhancement of existing oak habitat.

D. No Net Loss. *The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.*

Finding: Retention of existing oaks on-site in addition to on-site enhancement and the purchase of oak bank credits ensure no net loss.

E. Consistency with General Purposes. *The proposal is consistent with the general purposes of this Chapter and does not pose a significant threat to public health, safety, or welfare on or off the development site.*

Finding: Based on the minimization of impacts and required mitigation, the proposal is consistent with the general purpose of maintaining and enhancing wildlife habitat and does not pose a significant threat to public health, safety, or welfare on or off the development site.

F. Performance Standards. *The proposal meets the specific performance standards of VMC 20.740 for Fish and Wildlife Habitat Conservation Areas and Wetlands.*

Finding: Per the review by the Clark County Wetland and Habitat Review manager, the proposal is found to comply with the performance standards for habitat and wetlands subject to the conditions below.

Following Washington Fish and Wildlife best management practices for Oregon White Oaks, project is proposing to remove a 20-inch Oregon White Oak which would require replanting of 150 Oregon White Oaks back on-site.

Prior to final plat, oak mitigation bank credits shall be purchased (0.09). A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording; and

Prior to final plat, a conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.

Conclusion: The proposal complies with the requirements of the critical areas ordinance as conditioned.

20.770 Tree Conservation

Finding: Urban Forestry reviewed the application for compliance with tree conservation standards. Based on the site area of 3.24 acres, a minimum of 97 trees units are required. The tree plan shows that 120.5 tree units will be provided on-site through retention and plantings. This meets the minimum tree density requirement of 30 tree units per acre.

Finding: Prior to civil approval, show tree protection fencing on Grading Plan for on-site and off-site trees.

Prior to civil approval, add this note to the final plat, "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan".

20.790 SEPA

Finding: The applicant submitted an environmental checklist for review. Staff issued a Notice of Application and optional SEPA Determination of Nonsignificance (DNS) March 14, 2024 (Exhibit S). Comments were received from Ecology (Exhibit I), WDFW (Exhibit G) and neighbors (Exhibit U) during the 30-day public comment period. A final Notice Determination of Nonsignificance (DNS) was issued April 18, 2024 (Exhibit T). The SEPA appeal period ended May 2, 2024. No appeals were received.

Additional Development Standards

20.915 Impact Fees

Finding: This project is subject to park, transportation and school impact fees. For a single-family residential subdivision, a per-lot impact fee shall be calculated at the time of preliminary plat approval, **noted on the face of the final plat**, and imposed on a per-lot basis at the time of individual building permit issuance.

Fee Type	Fee per new single-family dwelling
Park District B	$5,232.00
Evergreen School District	$6,432.00
Traffic Impact – Cascade Subarea	$2,735.70

20.925 Landscaping

Finding: Street trees are required for all projects fronting on a public street or private street. Street trees shall be between 20-30 feet on center depending on conflicts such as streetlights. Street trees shall not be more than 30 feet on center. Street trees shall not be closer than 15 feet to streetlights.

The project as proposed does not meet street tree requirement nor narrow lot requirements under 20.927 for required street trees. **Prior to civil approval, make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.**

Prior to civil approval, include this note on plans:

Trees and Shrubs in Sight Distance Triangles:

All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility.

20.927 Narrow Lot Development

Finding: Forty five of the 46 single-family lots in this subdivision are less than 40 feet in width which requires adherence to the narrow lot development chapter. The purpose of this chapter is to provide additional standards to eliminate conflicts between the design and location of driveways with utilities, streetlights, fire hydrants, water meters etc.; provide adequate guest parking; and ensure adequate access for solid waste collection vehicles eliminating conflicts with frontage requirements.

20.927.040 Narrow lot Development Standards

- *On and off-site improvements plan required.*

Finding: The applicant has submitted a narrow lot plan showing street trees, fire hydrants etc. have been located and designed to minimize conflicts with one another. **Prior to final civil plan approval, the development plan shall be revised to show on-street parking.**

- *Standards for guest parking in common areas.*

Finding: Adequate guest parking shall be provided. At least one guest parking space for every three narrow lots in the development shall be provided. With 45 narrow lots, a minimum of 15 guest parking spaces are required. These spaces may be located on-street or in common parking areas. The proposed plan includes on-street parking along the site's frontage of SE Maxon Road and along SE 19th Street in front of Tract B that total 17 parking spaces.

- *Standards for Solid Waste and recycling access and collection.*

Finding: Collection pick up area are shown on the development plan for solid waste collection.

20.945 Parking
Finding: Each new single-family residence will require one off-street parking space. The space must be a minimum 9 feet wide by 17 feet deep, paved and located outside the minimum setbacks. Each lot will be reviewed for compliance with this requirement at the time of building permit review.

As discussed in the narrow lot section of this report, 17 guest parking spaces have been provided in compliance with the narrow lot ordinance requirement of one guest parking space per three narrow lots. These guest parking spaces are on-street.

11.04 Transportation – Street Numbering and Naming
Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

Per the standards and requirements for street naming provided in VMC 11.04, the new public dead-end cul-de-sac that will extend eastward from Maxon Road shall be named SE 20th Circle.

Conclusion: The proposed development meets the requirements of VMC 11.04 as conditioned.

11.70 Transportation – Concurrency
Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access

to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

The applicant submitted a Transportation Analysis report, dated Sept. 18, 2023, from Lancaster Mobley. The report included trip generation, trip distribution, sight distance analysis, and turn-lane warrant analysis. Trip generation rates in the TIA were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, utilizing Land Use Code 210 (Single-Family Detached Housing). Based on this information, the proposed project will generate 450 new average daily trips, including 33 new a.m. peak hour trips and 45 new p.m. peak hour trips.

The proposed use is located within the 114 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones:

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd.	Andresen Road to I-205	5
Mill Plain Blvd.	I-205 to 136th Ave.	8
Mill Plain Blvd.	136th Ave. to 164th Ave.	3
Mill Plain Blvd.	164th Ave. to 192nd Ave.	2
Andresen Road	Mill Plain Blvd. to SR-500	1
112th Avenue	Mill Plain Blvd. to 28th Street	4
112th Avenue	28th Street to 51st Street	3
164th/162nd Avenue	SR 14 to SE 1st St.	1
NE 18th Street	138th Avenue to 162nd Avenue	2
136th / 137th Ave.	Mill Plain Blvd. to NE 28th St.	3

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling $1,500.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones.

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Proportionate Share Project Name	Fee Rate	Number of Trips	Proportionate Share Cost
Leiser / St. Helens / MacArthur	$2,000 per PM peak hour trip	1	$2,000
MacArthur Blvd & Andresen Rd Roundabout	$2,285 per PM peak hour trip	1	$2,285
MacArthur Blvd & Devine Rd Roundabout	$2,226 per PM peak hour trip	1	$2,226
NE 172nd Ave & NE 18th St	$300 per PM peak hour trip	1	$300

NE 179th Place & NE 18th St	$900 per PM peak hour trip	1	$900
NE 187th Ave & NE 18th St	$1,200 per PM peak hour trip	1	$1,200
Total Proportionate Share Cost			**$8,911**

Based on the above table, prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling $8,911.

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF. The submitted documentation fulfills the city's requirements for concurrency analysis.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

Southeast 19th Street is designated a neighborhood circulator which requires a minimum 54 feet full-width right of way and 36 feet paved street full-width per city standard plan T10-14. The existing road along the property frontage of SE 19th Street includes asphalt roadway only.

Southeast 19th Street received a pavement overlay in July 2020. Pursuant to VMC 11.80.100 B., a street cut prohibition is in effect through July 2025. The applicant proposes to cut the street to install utilities and/or construct the required frontage improvements. To deviate from the 5-year street-cut moratorium, this proposed work requires a minor road modification pursuant to VMC 11.80.160. The applicant has submitted a minor road modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to civil plan approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to final plat approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.**

Prior to final plat approval, the applicant shall provide the following improvements to SE 19th Street, per City of Vancouver standards:

- **Dedicate additional right of way if/as necessary to obtain the full 54-foot right of way width, per T10-14.**

- **Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.**
- **Install curb, gutter, planter strip, and detached sidewalk, per T10-14.**
- **Install driveway approaches, per the appropriate standard.**
- **Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.**
- **Street lighting must be installed or upgraded to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Southeast Maxon Road is designated a local access street which requires a minimum 25 feet half-width right of way and 14 feet paved street half-width per city standard plan T10-15B. The street standard also requires the street to be built with vertical curb, detached 5-foot sidewalk, and 5-foot planter strip. The existing road along the property frontage of SE Maxon Road includes asphalt roadway only.

The applicant has submitted a request for a road modification for the south end of Maxon Road to allow rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk. These improvements would be constructed on the side of the street fronting the subdivision. The other side of the street has no frontage on the subdivision and would remain undeveloped. This modification would apply from the bend in the road up to and including the cul-de-sac at the end of the road, a total street length of approximately 500 feet. **This road modification request has been reviewed and approved by city staff.**

Per VMC 11.80.110.B(1), driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line. The applicant has submitted a request for a road modification to allow driveways in this narrow-lot subdivision to be located approximately 1.5 feet from the property line. **This road modification request has been reviewed and approved by city staff.**

The applicant has submitted a petition to vacate a portion of the Maxon Road right of way. The proposed vacation area is located along the south end of the existing road and is part of a WSDOT turn-back agreement and deed from 1975. This right of way vacation area directly impacts 17 of the proposed lots in this subdivision. As currently configured, the subdivision cannot be approved or completed until City Council issues without the successful vacation of the right of way area. **Prior to the issuance of civil plan approval, the applicant must obtain the final right of way vacation ordinance from City Council. The following comments regarding Maxon Road are made with the assumption that the right of way vacation is successful, and the subdivision moves forward as currently configured.**

Prior to final plat approval, the applicant shall provide the following improvements to SE Maxon Road, per City of Vancouver standards:

- **Dedicate additional right of way if/as necessary to obtain the required 25-foot right of way half-width, per T10-15B.**

- **Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.**
- **From SE 19th Street to the south end of the property where Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)**
- **From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable city standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.**
- **If the resulting total paved street width is less than 28 feet, 'No Parking – Fire Lane' signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.**
- **Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.**
- **Street lighting must be installed or upgraded to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Southeast 20th Circle is designated a Loop/Cul-De Sac street, which typically requires a minimum 50 feet full-width right of way and 28 feet paved street width, per city standard plan T10-16. The street standard also requires both sides of the street to be built with vertical curb, detached 5-foot sidewalk, and 5-foot planter strip. The applicant has submitted a request for a road modification to construct both sides of the street with rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk. **This road modification request has been reviewed and approved by city staff.**

Per VMC 11.80.110.B(1), driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line. The applicant has submitted a request for a road modification to allow driveways in this narrow-lot subdivision to be located approximately 1.5 feet from the property line. **This road modification request has been reviewed and approved by city staff.**

Prior to final plat approval, the applicant shall provide the following improvements to SE 20th Circle, per City of Vancouver standards:

- **Dedicate 50 feet of right of way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and 5-foot curb-tight attached sidewalk on both sides of the street, per the applicable city standards and the conditions of the approved road modification. The attached sidewalk must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.**
- **Construct a new intersection on Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable city standards.**

- **Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.**
- **Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable city standards.**
- **Street lighting must be installed or upgraded to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Street lighting is required on private streets per VMC 11.80.050(L) and public streets per VMC 11.80.090. Lighting on private roads shall have its own meter to bill the private road owners and the lights shall be maintained by private road owners. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. A street light analysis plan for the right of way is required if existing lighting exceeds maximum spacing requirements per T21-01A and development doesn't propose addition lighting. Lighting shall be installed/updated to design standards T21-01A through T21-01D. In new development, if the lighting proposal doesn't exceed city maximum spacing requirements per T21-01A standard, then photometrics are not required.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans.

IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list. New lights will be LED and fixture shall be chosen from approved materials list.

Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs. Moving existing streetlights will require the applicant to meet NEC standards and T21-18A, B, C, D and E shall be required.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

14.04 Water

Finding: There is an existing 6-inch Ductile Iron (DI) water main in SE 19th Street and an 8-inch DI main in SE 113th Court.

The applicant is proposing to connect an 8-inch ZDI main to the existing 6-inch DI water main in SE 19th Street. Extending the new 8-inch ZDI water main south then east in SE Maxon Road. Near the southeast property corner of parcel 113125000, they will connect an 8-inch ZDI water main to the proposed 8-inch ZDI main in SE Maxon Road.

Extending the new 8-inch ZDI main north along the eastern side of the project, connecting to the existing 8-inch DI water main in SE 113th Court.

Additional requirements may be outlined during the detailed site plan review process, meeting the water requirements as detailed in the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision).

Conclusion: The submitted plans indicate the requirements can be met.

14.06 Sanitary Sewer
Finding: Exiting public sewers front the site in SE 19th Street. Depths are adequate to provide gravity service to fronting lots. Depths are not adequate for gravity service to the proposed remaining lots. Sewer main fees are not owing. A single unserved parcel is located just beyond the proposal at the east end of Maxon Road.

Developments are required to construct public sewers to the site and across frontages (VMC 14.04.280). In this case public sewer construction is required across the frontages and through the site. The design requires a short public gravity sewer south in Maxon Road and construction of two separate shared public pressure sewers. Each lot requires a separate service lateral located at the front (VMC 14.08.050 & 14.16.010). In this case the design requires gravity laterals for lots fronting SE 19th Street and private pump systems for the remaining lots. Private pumps are required to be suitable for discharge to shared public pressure sewer system. Private pumps and other private on-site sewers are governed by the plumbing code.

The application was reviewed for sanitary sewer in November 2023. Sanitary sewers are mentioned on pages 3 and 16 of the application narrative. Sections acknowledge the need for shared public pressure sewers and private pumps. A preliminary utility plan is included as Sheet 6 of the drawings. The plan shows gravity laterals to SE 19th Street and a single shared public pressure sewer. The proposal generally satisfies construction and service requirements. Design modifications are required during the civil review process.

Conditions
(Prior to Civil Plan Approval)
Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of Maxon Road.

Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

(During Construction)
Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of Civil Plan Approval and secure final civil project acceptance.

(Prior to Final Plat)
Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.

Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.

Sanitary Sewer Conclusions: The applicant has demonstrated the standards for public sewer can be met as conditioned.

14.24 Erosion Control
Finding: The majority of the 3.4-acre site will be disturbed during construction and the requirements of the ordinance apply. The site slopes moderately to the south and the main threat of erosion will be from the potential of sediment laden runoff from disturbed slope areas, wind erosion and construction vehicles tracking sediment on to adjacent roadways. The applicant has submitted preliminary erosion control plans and has demonstrated the requirements of the ordinance can be met for the project. A final erosion/sediment control plan and a stormwater pollution prevention plan (SWPPP) shall be submitted for civil review.

14.25 Stormwater
Finding: The prosed project will create over 2.3-acres of hard surfaces and the requirements of the ordinance apply. The project will use infiltration to dispose of runoff after it has been treated by approved runoff treatment best management practices (BMP). Soils investigations by the applicant have shown that the site is suitable for infiltration. The applicant has submitted preliminary stormwater plans and a preliminary stormwater report and has demonstrated that the requirements of the ordinance can be met for the project. A final stormwater plan and a final stormwater report shall be submitted for civil review.

14.26 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.

Fire Title 16
Finding: The fire department has determined the requirements of Vancouver Municipal Code can be met through the permit review process and with adherence to any conditions identified.

Building Title 17
Finding: 17.08.090 a building department plan review and permit will be required for this project. Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Finding: Plans provided propose to construct 46 detached single-family residential lots on 3.24 acres with zero lot line development standards.

Finding: Single-Family Dwelling: Per IRC R302, exterior walls, opening, penetrations and projections shall be as per Table R302.1(1) or if equipped with fire sprinklers, then Table R302.1(2) shall apply. Eaves may not extend closer than two feet to a property line. No part of the structure including but not limited to siding, trim, gutters, or footings may extend beyond the property lines.

Washington State Codes and Amendments: http://www.sbcc.wa.gov/sbccindx.html.
Please note the **2021 I-Codes & WA Amendments anticipated as of March 15, 2023.**

DESIGN REQUIREMENTS
Seismic Design Category D-1, Wind 97 MPH (Vult) Exposure B, Minimum Ground and Roof Snow Load 25 psf, Frost depth 12 inches.

Finding: Demolition (DMO) permits are required to remove structures larger than 120 square feet of any size connected to utilities.

Finding: Separate permits and engineering are required for retaining walls on each individual parcel when over four feet measured from the bottom of the footing to the top of the wall or of any height supporting a surcharge.

Finding: Separate permits are required for all grading.

Prior to final grading, a final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Please send to planreview@cityofvancouver.us .

Finding: The proposed site plan appears acceptable for building codes related issues and accessibility issues; however, a complete building plan review will be required to determine final compliance.

Conclusion: As submitted the project can be reviewed for building code issues related to the site plan. The site plan review process is a separate and distinct process from the building permit process.

As submitted project could be approved for building code requirements pertaining to the site plan.

RECOMMENDATION

Staff hereby recommends the Hearing Examiner recommend to City Council approval of the subdivision and zone change with conditions as noted below and throughout this report. Based upon the analysis and findings herein, the criteria for approval have been satisfactorily met, or shall be met with the conditions of approval and no significant adverse impacts have been identified. This approval does not grant the right to permits, but only determines the development can meet the requirements of the applicable ordinances as described in this report.

CONDITIONS OF APPROVAL

Prior to civil plan approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Pay concurrency monitoring fees totaling $1,500.
4. Pay proportionate share fees totaling $8,911.
5. Submit an inadvertent discovery plan for discovery of archaeological resources.
6. Place the following note on the grading plans:
   "If any archaeological deposits are found during construction, work shall stop and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified".
7. Place this note on the Engineering Plans, "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan."
8. Include this note on final landscape plans: "All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility."
9. Show tree protection fencing on Grading Plan for on-site and off-site trees.
10. Make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.
11. Revise development plan to show on-street parking in accordance with narrow lot standards.
12. The new public dead-end cul-de-sac that will extend eastward from Maxon Road shall be named SE 20th Circle.
13. include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings.

14. Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of Maxon Road.
15. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
16. New and existing fire hydrant locations related to this project shall be shown.
17. An approved fire response plan shall be included in both the civil plans and the architectural plans.

Prior to or During Construction

18. Comply with the applicable requirements in the letter from Ecology dated April 12, 2024.
19. Comply with the applicable requirements in the letter from Clark County Public Health dated Sept. 18, 2023.
20. Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of civil plan approval and secure final civil project acceptance**.**
21. Fire hydrants for emergency use shall be established and maintained accessible.
22. Fire apparatus access roads shall be established and maintained.
23. Site security measures shall be installed to prevent unauthorized access.
24. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
25. All fire safety provisions of the International Fire Code shall be adhered to.
26. No smoking signage shall be posted throughout the site except in designated smoking areas.
27. Site security shall be maintained to prevent unauthorized access.
28. Consideration for emergency vehicle access shall be taken when staging materials for construction.
29. The general construction manager shall ensure that all requested inspections for fire protection system work is requested by the permit holder and that the systems were pre-tested prior to being scheduled.

Prior to Final Plat Approval

30. Oak Mitigation Bank credits shall be purchased. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording.
31. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.
32. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.

33. Provide the following improvements to SE 19th Street, per City of Vancouver standards:
    a. Dedicate additional right of way if/as necessary to obtain the full 54-foot right of way width, per T10-14.
    b. Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.
    c. Install curb, gutter, planter strip, and detached sidewalk, per T10-14.
    d. Install driveway approaches, per the appropriate standard.
    e. Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.
    f. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
    g. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
34. Provide the following improvements to SE Maxon Road, per City of Vancouver standards:
    h. Dedicate additional right of way if/as necessary to obtain the required 25-foot right of way half-width, per T10-15B.
    i. Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.
    j. From SE 19th Street to the south end of the property where Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)
    k. From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable city standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.
    l. If the resulting total paved street width is less than 28 feet, 'No Parking – Fire Lane' signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.
    m. Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.
    n. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
    o. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
35. Provide the following improvements to SE 20th Circle, per City of Vancouver standards:
    a. Dedicate 50 feet of right of way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and 5-foot curb-tight attached sidewalk on both sides of the street, per the applicable city standards and the conditions of the approved road modification. The attached sidewalk

must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.

b. Construct a new intersection on Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable city standards.
c. Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.
d. Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable city standards.
e. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
f. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

36. Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.
37. Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.
38. Tracts A and B are to be owned and maintained by the Homeowners Association.
39. Submit a final plat application. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
40. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Notes Required on Plat

41. If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified.
42. All lots within this plat are subject to a specific tree plan on file with the City of Vancouver. Required trees shall be planted on a per lot basis prior to final occupancy. No tree within the plat shall be removed without a permit.
43. Homeowner Association is responsible for maintenance of all open space tracts listed on this plat.

Prior to Issuance of any Building/Development Permits

44. All required fees, including Transportation, School and Park Impact Fees shall be paid.
45. Building permits shall be subject to the narrow lot development standards of 20.927.040.
46. Building permits shall be subject to the development standards of 20.410.050.B.
47. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
48. Required fire lane signage shall be installed.

EXHIBITS

1. Staff Report
A. Application
B. Applicant Narrative
C. Development Plans
D. Evergreen School District letter dated Aug. 25, 2023
E. SEPA Checklist
F. Clark County Public Health letter dated Sept. 18, 2023
G. WDFW Comments dated March 27, 2024
H. DAHP Email dated April 5, 2024
I. Ecology Comments dated April 12, 2024
J. Transportation Analysis by Lancaster Mobley dated Sept. 18, 2023**
K. TIA summary dated April 30, 2024
L. Preliminary Stormwater Report prepared by PLS dated Nov. 2023**
M. Geotechnical Report by Earth Engineering, Inc. dated Aug. 11, 2023**
N. Road Modification Requests by PLS dated Nov. 7, 2023
O. Approved Driveway Spacing Road Modification
P. Approved Street Section Road Modification
Q. Critical Areas Report by Ecological Land Services dated Oct. 23, 2023**
R. Bank Use Plan by Ecological Land Services dated Feb. 22, 2024**
S. Notice of Application, Hearing and Option SEPA dated March 14, 2024
T. Final DNS dated April 18, 2024
U. Public Comment
V. Consulting Biologist Review

**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.

EXHIBIT A

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 eplans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)					
Review Type: ☐ Type I	☐ Type II	☐ Type III	☒ Type IV	☐ Tree Removal Only (nuisance or hazard)	
Process Type: ☒ Standard ☐ Streamline (Type I & II applications only. Pre-submittal Meeting required. By selecting streamline process, applicant waives all land use review timelines in VMC Title 20)					
USE					
☒ Single-Family	☐ Commercial	☐ Multi-family	☐ Mixed Use (commercial with multi-family)	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890				
PROJECT INFORMATION					
Site Acres: 3.5	Disturbed Acres:	Zoning: R-9	Sewer: ☐ Septic ☐ Public	Water: ☐ Well ☐ Public	
Proposed # of Lots: 47	Proposed Dwelling Units: 47				
Non-Residential Bldg. Square Footage:	Ground Floor:	Total of **All** Upper Floors:			
Hard Surface Area Square Feet - New:	Replacement:	Total:			
PROJECT NAME AND LOCATION					
Proposed project name: 19th Street Terrace					
Project site address: 11101 & 11117 SE 19th Street	Parcel #(s): 113115000, 113116000, 113110000 & 113125000				
PROJECT DESCRIPTION (Briefly describe the proposed project. Provide more detail in project narrative)					
47 Narrow Lot Single Family Residential Subdivision with concurrent Zoning Map Amendment, R-9 to R-17					

PRIMARY APPLICANT	**CONTACT**
Business Name: Ginn Group LLC	Business Name: PLS Engineering
Contact Name: Chad Stewart	Contact Name: Travis Johnson
Address: 502 NE 72nd Street	Address: 604 W Evergreen Blvd
City/State/Zip: Vancouver, Wa 98665	City/State/Zip: Vancouver, WA 98660
Phone: (360) 608-6026	Phone: (360) 944-6519
Email: chad@ginngrp.com	Email: pm@plsengineering.com
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)	**OWNER** (attached additional sheets for multiple owners)
Name: PLS Engineering	Name: Michael Buckmeir
Address: 604 W Evergreen Blvd	Address: 232 Farm Supply Road
City/State/Zip: Vancouver, WA 98660	City/State/Zip: Lacey Springs, AL 35754
Email (required): pm@plsengineering.com	Email: mbuckmeir@yahoo.com
Phone: (360) 944-6519	Phone:

ONLINE PAYMENT	
Existing ePermits User Name: Projects@ginndevelopment.com	Request an ePermits Account

REQUIRED SIGNATURES	
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.	
Applicant Signature: DocuSigned by: Chad Stewart 2FA0CAAFD2C64E9...	Date: 10/23/2023
Property Owner or Owner's Authorized Agent Signature: DocuSigned by: Michael Buckmeir 4A3CE83A0BFC48B...	Date: 10/23/2023

DocuSign Envelope ID: B54B3AD1-D36B-46F6-8B7F-9D5378B0326A

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ **Airport Height Overlay District**

☒ **Archaeological Pre-determination**

☐ **Binding Site Plan**
- ☐ Conceptual (without Site Plan Review)
- ☐ Detailed (with Site Plan Review)

☐ **Boundary Line Adjustment** # of lots to be adjusted:

☐ **Comprehensive Plan Amendment**
(Including Zone Map Amendment with Comp Plan)

☐ **Conditional Use Permit**
- ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters)
- ☐ Major Modification (Type III)
- ☐ Minor Modification (Type I)

Engineering Review Required ☐Yes ☐No

☐ **Covenant Release**

☒ **Critical Areas** (not used when in Shoreline)
Check one → ☒ Duplex/Single Family ☐ All Other Uses

Check one → ☒ Permit ☐ Statement of Exemption (No Fee)

Check the applicable critical area(s)
- ☒ Fish & Wildlife (Oregon White Oak)
- ☐ Frequently Flooded
- ☐ Geological Hazards
- ☐ Wetlands
- ☐ Minor Exception (not common)
- ☐ Reasonable Use (not common)

☐ **Design Review**
- ☐ Exterior Modification Only
- ☐ All Others

☐ **Development Agreement**
- ☐ Initial
- ☐ Modification
- ☐ Extension

☐ **Historic Preservation** ☐ Modification ☐ Registry
☐ **Historic Preservation – Special Valuation**

☐ **Legal Lot Determination**
# of lots to be reviewed:

☐ **Master Plan (Mixed Use)** ☐ **Public Facilities MP**
- ☐ Conceptual (without Site Plan Review)
- ☐ Detailed (with Site Plan Review)
- ☐ Hybrid (Some areas with Site Plan Review)

☐ **Planned Development**
- ☐ Commercial
- ☐ Residential
- ☐ Mixed Use*

*Ground Floor SF: Upper Floor SF:

☐ **Plat Alteration**

☐ **Post Decision Review/Modification**
(Includes Planned Development/Master Plan Modifications)
☐ Type I ☐ Type II ☐ Type III

Engineering Review Required ☐Yes ☐No

☒ **Road Modification**
- ☒ Minor
- ☐ Technical
- ☐ Major

Submitted: ☒ Before ☐ After Decision
(submitted after decision is not common)

☐ **Shoreline Permits**
- ☐ Substantial Development Permit
- ☐ Shoreline Permit - Statement of Exemption (no fee)
- ☐ Shoreline Conditional Use
- ☐ Shoreline Variance

☐ **Site Plan Review** ☐ Type I ☐ Type II

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)

(When more than one applies check All Other)

☒ **Subdivision/Short Subdivision**
- ☐ Short Subdivision (2-9 lots)
- ☒ Subdivision (10+ Lots)

☐ **Temporary Use**
- ☐ Commercial/Industrial
- ☐ Unforeseen Emergency
- ☐ Seasonal Event
- ☐ Model Home
- ☐ Sales Office

☒ **Tree Plan**
Enter Tree Plan Level (1 to 7): 5
(Tree Removal for nuisance or hazard tree(s) is Level 3)

☐ **Variance**

☐ Check if for Single Family Residential house
- ☐ Type I - # requested:
- ☐ Type II - # requested:

Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No

☒ **Zoning Map Amendment**
(Not involving Comprehensive Plan Amendment)

DocuSign Envelope ID: 93B720C0-98DB-44DA-8C72-181E16980BCD

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 eplans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)

Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)

Process Type: ☒ Standard ☐ Streamline (Type I & II applications only. Pre-submittal Meeting required. By selecting streamline process, applicant waives all land use review timelines in VMC Title 20)

USE

☒ Single-Family	☐ Commercial	☐ Multi-family	☐ Mixed Use (commercial with multi-family)	☐ Industrial	☐ Residential

☐ Duplex ☐ Wireless Communications Facility (new) see VMC 20.890

PROJECT INFORMATION

Site Acres: 3.5	Disturbed Acres:	Zoning: R-9	Sewer: ☐ Septic ☐ Public	Water: ☐ Well ☐ Public

Proposed # of Lots: 47 Proposed Dwelling Units: 47

Non-Residential Bldg. Square Footage: Ground Floor: Total of **All** Upper Floors:

Hard Surface Area Square Feet - New: Replacement: Total:

PROJECT NAME AND LOCATION

Proposed project name: 19th Street Terrace

Project site address: 11101 & 11117 SE 19th Street

Parcel #(s): 113115000, 113116000, 113110000 & 113125000

PROJECT DESCRIPTION

(Briefly describe the proposed project. Provide more detail in project narrative)

47 Narrow Lot Single Family Residential Subdivision with concurrent Zoning Map Amendment, R-9 to R-17

PRIMARY APPLICANT	CONTACT
Business Name: Ginn Group LLC	Business Name: PLS Engineering
Contact Name: Chad Stewart	Contact Name: Travis Johnson
Address: 502 NE 72nd Street	Address: 604 W Evergreen Blvd
City/State/Zip: Vancouver, Wa 98665	City/State/Zip: Vancouver, WA 98660
Phone: (360) 608-6026	Phone: (360) 944-6519
Email: chad@ginngrp.com	Email: pm@plsengineering.com
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)	**OWNER** (attached additional sheets for multiple owners)
Name: PLS Engineering	Name: Barbara MacArthur
Address: 604 W Evergreen Blvd	Address: 11117 SE 19th Street
City/State/Zip: Vancouver, WA 98660	City/State/Zip: Vancouver, WA 98664
Email (required): pm@plsengineering.com	Email: cathim1212@gmail.com
Phone: (360) 944-6519	Phone: (360) 600-7247

ONLINE PAYMENT

Existing ePermits User Name: Projects@ginndevelopment.com Request an ePermits Account

REQUIRED SIGNATURES

As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.

Applicant Signature: DocuSigned by: Chad Stewart 2FA0CAAFD2C64E9...	Date: 10/23/2023
Property Owner or Owner's Authorized Agent Signature: DocuSigned by: Barbara M MacArthur 6BD0311C3B01410...	Date: 10/23/2023

DocuSign Envelope ID: 93B720C0-98DB-44DA-8C72-181E16980BCD

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ **Airport Height Overlay District**

☒ **Archaeological Pre-determination**

☐ **Binding Site Plan**
- ☐ Conceptual (without Site Plan Review)
- ☐ Detailed (with Site Plan Review)

☐ **Boundary Line Adjustment** # of lots to be adjusted:

☐ **Comprehensive Plan Amendment**
(Including Zone Map Amendment with Comp Plan)

☐ **Conditional Use Permit**
- ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters)
- ☐ Major Modification (Type III)
- ☐ Minor Modification (Type I)

Engineering Review Required ☐Yes ☐No

☐ **Covenant Release**

☒ **Critical Areas** (not used when in Shoreline)
Check one → ☒ Duplex/Single Family ☐ All Other Uses

Check one → ☒ Permit ☐ Statement of Exemption (No Fee)

Check the applicable critical area(s)
- ☒ Fish & Wildlife (Oregon White Oak)
- ☐ Frequently Flooded
- ☐ Geological Hazards
- ☐ Wetlands
- ☐ Minor Exception (not common)
- ☐ Reasonable Use (not common)

☐ **Design Review**
- ☐ Exterior Modification Only
- ☐ All Others

☐ **Development Agreement**
- ☐ Initial
- ☐ Modification
- ☐ Extension

☐ **Historic Preservation** ☐ Modification ☐ Registry
☐ **Historic Preservation – Special Valuation**

☐ **Legal Lot Determination**
# of lots to be reviewed:

☐ **Master Plan (Mixed Use)** ☐ **Public Facilities MP**
- ☐ Conceptual (without Site Plan Review)
- ☐ Detailed (with Site Plan Review)
- ☐ Hybrid (Some areas with Site Plan Review)

☐ **Planned Development**
- ☐ Commercial
- ☐ Residential
- ☐ Mixed Use*

*Ground Floor SF: Upper Floor SF:

☐ **Plat Alteration**

☐ **Post Decision Review/Modification**
(Includes Planned Development/Master Plan Modifications)
☐ Type I ☐ Type II ☐ Type III

Engineering Review Required ☐Yes ☐No

☒ **Road Modification**
- ☒ Minor
- ☐ Technical
- ☐ Major

Submitted: ☒ Before ☐ After Decision
(submitted after decision is not common)

☐ **Shoreline Permits**
- ☐ Substantial Development Permit
- ☐ Shoreline Permit - Statement of Exemption (no fee)
- ☐ Shoreline Conditional Use
- ☐ Shoreline Variance

☐ **Site Plan Review** ☐ Type I ☐ Type II

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)

(When more than one applies check All Other)

☒ **Subdivision/Short Subdivision**
- ☐ Short Subdivision (2-9 lots)
- ☒ Subdivision (10+ Lots)

☐ **Temporary Use**
- ☐ Commercial/Industrial
- ☐ Unforeseen Emergency
- ☐ Seasonal Event
- ☐ Model Home
- ☐ Sales Office

☒ **Tree Plan**
Enter Tree Plan Level (1 to 7): 5
(Tree Removal for nuisance or hazard tree(s) is Level 3)

☐ **Variance**

☐ Check if for Single Family Residential house
- ☐ Type I - # requested:
- ☐ Type II - # requested:

Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No

☒ **Zoning Map Amendment**
(Not involving Comprehensive Plan Amendment)

EXHIBIT B

PLS ENGINEERING

PROJECT NARRATIVE
FOR

19TH STREET TERRACE

A TYPE IV REZONE AND SUBDIVISION APPLICATION

Submitted to
THE CITY OF VANCOUVER

FOR

GINN GROUP, LLC
502 NE 72nd Street
Vancouver, WA 98685
(360) 608-6026

February 2024

Table of Contents

General Information 2
VMC Title 20 - Land Use and Development Code 4
20.210 - Decision Making Procedures 4
20.285 - Text and Map Amendments 4
20.320 - Subdivisions 8
20.410 - Lower Density Residential Districts 10
20.710 - Archaeological Resource Protection 11
20.740 - Critical Areas Protection 11
20.770 - Tree, Vegetation, and Soil Conservation 13
20.790 - SEPA Regulations 13
20.910.050 – Zero Lot Line Developments 13
20.915 - Impact Fees 14
20.925 - Landscaping 14
20.927 - Narrow Lot Developments 14
20.945 - Parking and Loading 15
20.985 - Vision Clearance 15
VMC Title 11 - Streets and Sidewalks 15
11.70 - Concurrency 15
11.80 - Street and Development Standards 15
VMC Title 12 - Trees and Vegetation 16
VMC Title 14.04, 14.10 and 14.16 - Water and Sewers 16
14.24 - Erosion Control 17
14.25 - Stormwater 17
14.26 - Water Resource Protection 17
VMC Title 16 - Fire 17
VMC Title 17 - Building & Construction 17
Revised Code of Washington (RCW) 18

General Information

Applicant/Owner:	**Ginn Group LLC** **Contact: Chad Stewart** 502 NE 72nd St. Vancouver, WA 98665 (360) 608-6026 chad@ginngrp.com
Other Owners:	**Robert & Barbara MacArthur** 1117 SE 19th Street Vancouver, WA 98664
***Project Contacts*:**	**PLS Engineering** Travis Johnson, PE 604 W Evergreen Boulevard Vancouver, WA 98660 (360) 944-6519 pm@plsengineering.com

Location:	SE ¼ of Section 33, T2N, R2E, WM SW ¼ of Section 34, T2N, R2E, WM NW ¼ of Section 3, T1N, R2E, WM NE ¼ of Section 4, T1N, R2E, WM
Address:	11101 & 11117 SE 19th Street, Vancouver, WA
Project Size:	3.40 acres (147,972 sf)
Zoning:	R-9
Comprehensive Plan:	UL
Current Use:	Single family residential
Tax Lot Information:	113115000, 113116000, 113110000 and 113125000
School District:	Evergreen
Elementary:	Ellsworth
Middle School:	Wy East
High School:	Mt View
Water District:	Vancouver
Sewer District:	Vancouver
Fire District:	Vancouver Fire
Park District:	B
Case File:	PRJ-168925/PIR-83596
Transportation Impact Fee:	Cascade

Project Description

The 19th Street Terrace project will subdivide 3.4 acres of R-9 zoned land into 46 single-family residential lots utilizing narrow lot standards. The applicant is requesting a zone change from R-9 to R-17. Single-family detached homes utilizing zero lot line standards are proposed.

The site currently has two parcels with existing single-family homes. The other two parcels within this development are vacant. The adjacent parcels are developed with single-family residential uses to the east, north and west. SR-14 borders the site to the south.

A right-of-way vacation request has been made affecting SE Maxon Road. If granted approximately 0.27 acres would be added to the site area.

Transportation and Utilities:
SE 19th Street and SE Maxon Road are existing roads that will provide access to the site from the west, north and south. SE 20th Circle is a proposed new cul-de-sac street that will provide additional access to the site.

Stormwater runoff from the site will be collected, treated, and routed to infiltration trenches on site.

The site will be served by public water and sewer services from the City of Vancouver. A majority of the future homes will require grinder pumps for sanitary sewer service.

Critical Areas:

The site has eight Oregon white oaks which are considered priority habitat. One oak tree is proposed to be removed. No wetlands or other critical areas were identified onsite.

Proposal & Code Compliance Discussion

VMC Title 20 - Land Use and Development Code

20.210 - Decision Making Procedures

The subdivision is proposed with a concurrent Type IV rezone so the application will follow a Type IV process. The application will be required to follow the timelines for review and approval as indicated in this code section.

A preapplication conference was required for this project. The applicant submitted a substantially similar plan on 7/31/2023 and received a report from the city on 8/17/2023. Because the application was subject to a preapplication conference, the application will be contingently vested to the applicable codes in effect on 7/31/2023 if a fully complete application is accepted by the city before 1/31/2024.

20.285 - Text and Map Amendments

A standalone zoning map amendment that is not associated with a comprehensive plan map amendment must demonstrate,

1. *How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and that a change in circumstances has occurred since the existing designation was established, and*
2. *That a change in circumstances has occurred since the existing designation was established.*

A. Consistency with Vancouver Strategic Plan

The City adopted a 2023-2029 Strategic Plan earlier this year that included eight focus areas. This narrative below shows how the proposal is consistent with five of the applicable focus areas:

Transportation and Mobility:

The development will improve all the existing abutting streets and proposed internal streets with sidewalks that will improve pedestrian mobility in and around the site. The site is near Highway 14, which will provide quick and efficient vehicular access to and from the site. The Mill Plan Vine (C-Tran) bus route is approximately 1.25 miles north of the site and would be within a 15 minute bike ride from the site. The site is within the urban areas of the County and there is adequate roadway infrastructure to support the proposed development.

Housing and Human Needs:

The proposed development would bring an additional 46 single family homes to the market. These homes would be affordable to a large portion of the community as they

would be smaller efficient homes on compact lots. These proposed homes would contribute to the diverse range of housing options within the city and help make home ownership attainable.

Vibrant and Distinct Neighborhoods

The proposed development will integrate well withing the existing residential neighborhood that consists of a wide range of housing. There are apartments to the north and existing single-family neighborhoods to the east of the site. The site itself will provide a relatively private dead-end cul-de-sac community that will foster social cohesion.

Safe and Prepared Community

Emergency services will be provided by the Vancouver Police Department and Fire District. The nearest Fire Station is 1.3 miles to the NE of the site. The proposed site is also within an urban area that is served by public water. The site will be designed with fire hydrants that meet the spading requirements of the current fire codes. The proposed homes will also meet the current building codes that continually include updates that improve the performance of buildings during natural disasters, including earthquakes.

Climate and Natural Systems

The proposed site development will include energy efficient homes. This will likely include smaller homes that maximize the utility of spaces while cutting down on overall building size. The homes will also be equipped with high efficiency heat pump HVAC and water heater systems. The HVAC systems will include air conditioning to improve livability during the summer months. The site design will also retain 19 trees that provide priority habitat as well as shading/green space for the community. 85 trees are also proposed to be planted to improve long-term tree canopy over the site. The site will include stormwater systems that will collect and treat stormwater from pollution generating surfaces. All stormwater is proposed to be infiltrated into the ground.

2022 Housing Code Updates:

In response to the 2016-2021 strategic plan and the 2016 Affordable Housing Task Force recommendations, the City Council studied and approved housing code updates in 2022. This code update resulted in the creation of the R-17 zone to provide additional housing options, and improve affordability within the city.

The Housing Code Updates webpage states the following as a purpose of the update:

“Vancouver, like many communities, is facing a housing crisis. As the city continues to grow, there is a desire and need for new types of housing that would allow residents to live more affordably while also maintaining neighborhood livability. However, current city zoning rules

prohibit many of these housing options. Changes to the development code can create opportunities for the private sector to deliver a more diverse, affordable housing stock."

The project goals of the housing update are stated as the following:

"The goal of the project is to update City codes to allow for different, smaller and more affordable types of housing choices. Many are recommended in the Affordable Housing Task Force report (2016) and many are similar to what is allowed in Clark County and other Washington cities nearby and statewide."

The specific goals include:

- Allowing for the development of diverse housing types to meet changing demographic needs and consumer preferences
- Expanding market rate, middle income, and affordable housing choices
- Maintaining neighborhood livability with incremental, rather than wholesale, change
- Providing more opportunities for people to live near where they work and attend school, and reduce costly commutes
- Facilitating development in areas with full existing public services

The current proposal is consistent with this plan and will help meet the City's goals. The subdivision proposal associated with the zone change will accomplish the following:

- The project will add diversity to the housing options in the immediate vicinity of the site.
- It will provide middle income housing geared toward families wanting to live in the City of Vancouver.
- The rezone is only an incremental change in density and will blend with existing development in the immediate area. There is a small lot single family development to the east, apartments to the north, multifamily zoned land to the west, and a highway to the south
- The site is located in the middle of the urban area of Vancouver and is surrounded by existing development.
- The project in is an area with full existing public services.

B. Consistency with the Comprehensive Plan

This request is consistent with the purpose of the existing Comprehensive Plan designation:

Table 1-5. Vancouver comprehensive plan land use designations

Comprehensive Plan designation	Corresponding Zoning	General Intent
Residential		
Urban Lower Density	R-2, R-4, R-6, R-9	Predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards

Both the R-9 and R-17 zones are Urban Lower Density, though the R-17 zone was adopted in 2022 and does not appear in the 2021 text above. The general intent of the zone includes allowances for smaller lots and homes (including townhomes). The intent of the new R-17 zone and the proposed development is to provide efficient middle housing.

This request furthers the Community Development policies on page 1-14 to 1-15 of the Comprehensive Plan:

> *"CD-2 Efficient development patterns Encourage efficient development throughout Vancouver to ensure achievement of average density of 8 units per acre set by countywide planning policies. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly transportation and transit services."*

Response:

- The site is in an urban area and with access to all required urban services including adequate transportation services. The nearest public transportation is approximately 1.25 miles to the north on Mill Plan Blvd. This is within a 15 bike ride of the site.

"CD-3 Infill and redevelopment- Where compatible with surrounding uses, efficiently use urban land by facilitating infill of undeveloped properties, and redevelopment of underutilized and developed properties. Allow for conversion of single to multi-family housing where designed to be compatible with surrounding uses."

Response:

- This is a relatively small infill project, where the intent is to convert the existing underutilized land into an efficient housing project.

In addition, the request fulfills both CD-9, facilitating compatible uses adjacent to each other, and CD-10, placing housing near services (complementary land uses).

Chapter 3 of the Comprehensive Plan contains the City's Housing element. The Plan recognizes the need for diverse housing:

> *"As the baby boom generation ages over the next 20 years, there is likely to be a greater need and demand for smaller units, retirement homes, and assisted living."*
> *Page 3-3.*

The plan notes that most residential housing is single-family housing (57%). *Id*. Housing affordability is also a City concern:

"The Growth Management Act requires local jurisdictions to demonstrate that regulations allow and encourage housing for all economic segments of the community. Table 3-3 provides a breakdown of local households by income ranges, and the general share of Vancouver housing they can afford to buy or rent without having to spend more than 30% of their income."

There are several policies that would be furthered by this request, including:

H-1 Housing options
"Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners."

H-2 Affordability
"Provide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms. Target affordability programs toward households with incomes below the median."

C. Change in Circumstances

The housing and affordability crisis represents a change in circumstance since the existing zoning designation was established. Well-planned site-specific rezone requests are a way to increase the housing supply in the urban areas of the city. This increase in housing supply will help improve affordability within the city.

Approval of this rezone request will result in a development that can be served by existing urban public services and will provide more flexibility in density and housing types, resulting in more affordable housing.

20.320 - Subdivisions

The purpose of this narrative is to demonstrate compliance with City and State standards and to show that there are adequate public facilities to serve the site. The following addresses VMC 20.320.040:

A. There are adequate public facilities at or near the site to support the development.
    a. Mitigation is not required for the minor traffic impacts that the development will produce in the area. See the Transportation Impact Study prepared by Lancaster Mobley included with this application.
    b. Public water access is available at the site and there is adequate capacity to support the development with minimal impacts.
    c. Onsite stormwater will be managed according to the applicable standards. Any offsite impacts will be negligible.
    d. A grading plan has been included with the application. A SWPPP is included in the Stormwater report. Applicable regulations will be followed to minimize the risk of erosion related impacts.
    e. Public sanitary sewer is available at the site and will be extended to serve all the proposed lots.

B. The proposed improvements are consistent with the City's current ordinances, standards, and plans.

C. The subdivision will provide open space that will protect the majority of onsite Oregon white oaks. Impact fees will be paid for parks and schools to offset the potential impacts.
D. The subdivision design has taken into account the physical characteristics of the site. There are Oregon white oaks on site which will be retained as much as possible.
E. There are no known existing subdivision conditions that apply to the proposed project.
F. The proposal complies with the applicable requirement of VMC Title 20 as indicated in other sections discussed in more detail below.
G. The subdivision complies with the requirements of RCW 58.17.110 as indicated at the end of the narrative.
H. This subdivision complies with the additional criteria for narrow lots as displayed in VMC 20.927. This section of code is discussed below in more detail.

The proposed subdivision meets the technical standards listed under VMC 20.320.070. Many of these items are discussed in additional detail below under the applicable section of the narrative.

A.1. The subdivision layout and meets the applicable code and shows the required improvements.

a. All proposed streets comply with VMC Title 11 and the approved transportation standard details.
b. Block lengths proposed provide for convenient access and circulation. There are no opportunities to improve block length at the site, but the proposed access will be convenient for the future residents.
c. The site is surrounded by existing development and bound by SR-14, SE 19th Street and SE Maxon Road. There are no opportunities to create "blocks" with the proposed development.
d. Easements are shown on plan for access and utilities. Utility easements will be reviewed and approved by the appropriate utility provider.
e. No flag lots are proposed.
f. The side lot lines run at right angles to the proposed streets.
g. All lots meet the minimum frontage requirement of 20'.
h. Park impact fees will be paid at the time of building permit issuance for each lot.
i. The narrow lots comply with VMC 20.927. Additional discussion of this section has been provided below.
j. Existing trees have been addressed with the tree plan provided with this application and are also discussed below.

B. Public utility improvements are proposed with this subdivision. The public improvements will be designed under the direct supervision of a professional civil engineer and meet the requirements stated in the VMC.
C. Monument setting will meet the requirements of this section at the time of construction.
D. Surveys will comply with the standards of the state and of the VMC.
E. The project drawings comply with the drafting standards stated in this section. Future drawings will also comply with these standards.

20.410 - Lower Density Residential Districts

The applicant proposes to construct a 46-lot subdivision for single-family detached homes in the R-9 zone. A rezone to R-17 is proposed, therefore standards for the R-17 zone are shown below. The proposed plat utilizes zero lot line standards that are further addressed under section *20.910.050 - Zero Lot Line Developments*.

Standard	Required (R-17 zone)
Minimum Lot Size	2,000 sf
Minimum Lot Width	25’
Minimum Lot Depth	65’
Maximum Lot Coverage	65%
Front Yard	10’, 18’ to garage
Rear Yard	5’
Side Yard	0’/5’
Street Side Yard	8’
Maximum Bldg Height	35’
Minimum Landscape	10%

20.410.050-1 – The following address additional standards for development within R-17 zoning districts:

a. Garage doors facing the street will not take up more than 50% of the width of the street facing façade. This requirement should be reviewed at building permit.
b. Main entrances will be visible from the street and will have a porch. This requirement should be reviewed at building permit.
c. Home facades will be varied, with architectural differences such as differing heights, varied rooflines, staggered front setbacks, and different window or door locations. This requirement should be reviewed at building permit.
d. No alleys are proposed. Due to the steep grade of the site. The site is proposed to be terraced with up to 10’ of grade change where lots back up to each other. This constraint makes the use of alleys infeasible for this site.
e. Narrow Lot Development Standards are discussed further in this narrative under *20.927 – Narrow Lot Development.*
f. A majority of the streets only have driveways on one side or no driveways at all. This configuration will allow for ample street parking. Parking is only allowed on one side of the street so consolidating driveways on most streets would not result in additional parking for the site.
g. Solid waste and recycling will be at the street level in front of each lot.

Density Calculations based on R-17 zoning:
Site Area: 3.4 acres
ROW dedication: 0.48 acres
ROW vacation: 0.27 acres
Net Area: 3.19 acres
Minimum Allowable Density: 8.8 units/net acre (28 units)
Maximum Allowable Density: 21.8 units/net acre (69 units)

20.710 - Archaeological Resource Protection

An Archaeological Predetermination for this site was done by Archaeological Services of Clark County. A site visit was performed on September 11, 2023, which found no artifacts. A report summarizing their field work is included with this application. In the unlikely event that cultural or historical resources are discovered during construction activity, construction will cease, and all applicable authorities will be contacted.

20.740 - Critical Areas Protection

The site contains Oregon white oak habitat. A total of 8 Oregon white oaks measuring 10 to 50 inches DBH were located onsite. 7 Oregon white oaks will be preserved. Impacts due to the single oak tree being removed and minimal partial oak canopy impacts will be mitigated by the enhancement of retained oak areas onsite and the use of mitigation bank credits.

Please see the Critical Areas Report and Bank Use Plan included with this application for further details on the existing conditions and the plan for mitigating unavoidable impacts.

Approval Criteria (VMC 20.740.060):

The proposed impacts to onsite critical areas are required to meet the following approval criteria listed below under items A-F.

A. "**Avoid Impacts**. The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal."

The preferred mitigation sequencing of first avoidance, then minimization, and finally compensation for unavoidable impacts was taken into consideration during the design process of this project.
The subject site could support a total of 53 lots for detached homes if there were no critical areas present. The original plan submitted to the city included only 47 lots which allowed for the preservation of 6 out of 8 onsite oaks. This already represents a significant reduction in lot count that resulted in most onsite oak trees being preserved. The loss of Oak 1 is unavoidable due to the location of the proposed public roadway. Oak 8 is located within proposed lot areas and was proposed to be removed due to the multiple lots that were expected to be lost if the tree was to be retained. After the submittal of the original application to the city, the WDFW commented on the application and indicated that more effort should be put forth to preserve Oak 8, even if it resulted in the loss of lots. The applicant has taken these recommendations into consideration and reworked the northern section of the site to accommodate the retention of Oak 8. This resulted in the loss of 1 lot and the creation of a unique nonuniform lot in the NW corner of the site. We believe that the options to avoid the removal of oak trees onsite have been exhausted while still having a financially viable project. The proposal now includes only 46 lots with the retention of 7 out of the 8 onsite oak trees.

B. "**Minimize Impacts**. Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible."

Other impacts to oak trees are the minimal necessary to improve the proposed roadways and to have a financially feasible site development. The required sidewalk on NE Maxon road is proposed to be attached for the short length along Oaks 2-3 to allow for a greater separation from the improvements. Additionally, Lots 41-46 were designed so that the home placement will not result in major impacts to oak driplines.

Minimization measures will also include tree protection fencing and other BMP's that will be recommended by the applicant's contracted arborist. Any BMPs recommended by the arborist will be placed prior to the start of construction and will remain in place throughout construction.

C. "**Compensatory Mitigation**. The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area."

Impacts to individual oaks which meet priority habitat criteria will be fully compensated through onsite enhancement of the retained oak areas and a purchase of credits from the Terrace Mitigation Bank. The proposed tract areas that will contain the retained oaks will be enhanced to the extent feasible which will include the removal of competing non-oak trees, removal of ivy and other invasive plant species and a planting of the understory with native plant species.

D. "**No Net Loss**. The proposal protects the critical area functions and values and results in no net loss of critical area functions and values."

The onsite enhancement and the purchase of credits at a mitigation bank will ensure no net loss of habitat function as a result of this proposal. The mitigation bank selected by the application is within Vancouver city limits and is approved by State and local institutions including WDNR, WDFW and Clark County. The proposed ratios of mitigation have been an industry standard, and have been widely accepted by most jurisdictions including WDFW and represent the best available science at the time of this application.

E. "**Consistency with General Purposes**. The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;"

The proposal is consistent with the general purposes of this chapter and does not pose a threat to public health, safety, or welfare.

F. "**Performance Standards**. The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110"

The performance standards in VMC 20.740.110 are met with this proposal.

- The proposal protects the function of most of the onsite habitat and the activity will result in no net loss of functions. The required sequence of avoidance, minimization, and then providing mitigation has been followed with the design of this site.
- The applicant will provide onsite enhancement and offsite mitigation for lost habitat function due to the removal of one oak tree, and partial impacts to oaks trees as a result of minimal grading within the silhouette of tree canopy.
- The proposal follows the best available science and approved standards and recommendations from the WDFW at the time of the original submittal of this application.
- Signs and natural materials will be used to designate the outer edge of the onsite critical area. This will likely include downed logs or boulders.

20.770 - Tree, Vegetation, and Soil Conservation

A Level V tree plan is required for this application. The landscape and tree plans included with the application demonstrates the retained trees, proposed trees, and includes a calculation of tree density. Two tracts are proposed that will retain the majority of the Oregon white oaks onsite. Silt fence will be installed onsite prior to construction to ensure that the retained areas are not impacted during construction.

20.790 - SEPA Regulations

The State Environmental Policy Act (SEPA) procedures require documentation of critical areas as well as discussion on earth, air, water, plants and animals, energy and natural resources, environmental health, noise, land and shoreline uses, aesthetics, recreation, historic and cultural preservation, transportation, and public services and utilities. A SEPA application has been submitted with this application.

20.910.050 – Zero Lot Line Developments

Side yard setbacks in this development will either be 0 or 5'. The 5' side yards will be protected with a covenant to keep them free of any permanent obstructions. Building walls on zero-foot setbacks will be constructed of fire resistive construction per IBC Title 17.

20.915 - Impact Fees

Newly constructed homes will be required to pay impact fees at the time of building permit issuance. Impact fees are collected to ensure that adequate public facilities are available to serve new growth and development; promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact. Impact fees for traffic, Parks, and Schools will be paid at the time of building construction. Credit for the existing two homes on site is requested.

20.925 - Landscaping

A landscape plan and level V tree plan have been provided with the development plans showing compliance with this section.

Landscaping equal to 10% of the net lot area of the site is required. This standard will be reviewed for compliance at building permit review.

Street trees are proposed along SE 19th Street, SE Maxon Road and SE 20th Street.

20.927 - Narrow Lot Developments

Developments that propose lot widths less than 40' are subject to the narrow lot development standards. Lots are proposed to be approximately 26' wide, therefore this section applies to the development.

The approval criteria must be addressed, which includes the following:

A. Conflicts on narrow lots shall be eliminated.

The development has been designed to eliminate conflicts between on-site and off-site improvements. Driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., have been considered in the design of the development and any conflicts have been eliminated.

B. Adequate guest parking shall be provided.

The development has been designed to provide ample street parking. Parking will be allowed along the entire length of NE Maxon Rd. This will result in at least 32 on-street parking spaces.

C. Solid waste and recycling collection and access shall be provided.

The development has been designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles along public roadways. Solid waste collection areas will be located in front of each lot on the adjacent street. The carts can be set out either on the street or over the curb/planter. General locations of collection areas are shown on the narrow lot plan.

20.945 - Parking and Loading

Each lot will have a minimum 12’ wide driveway that can accommodate at least 1 parked vehicle on the lot. The homes are also proposed to have a single car garage. 18’ wide driveways are currently proposed on the development plan. This configuration will exceed the required parking standards for single family homes.

20.985 - Vision Clearance

Vision clearance triangles and sight distance triangles are shown on the preliminary plat. Vision clearance meets the requirements in standard Plan T04-04.

VMC Title 11 - Streets and Sidewalks

11.70 - Concurrency

A Transportation Analysis has been prepared by Lancaster Mobley for this development and is included with this application. The analysis found the following:

- The trip generation calculations show that the proposed project is projected to generate 33 morning peak hour trips, 45 evening peak hour trips, and 450 average weekday trips.
- The project will impact 6 of the transportation facilities where proportionate share contributions are being collected. A proportionate share fee of $8,911 will be collected.
- Based on an evaluation of right-turn lane warrants the installation of a northbound right-turn lane is not warranted at the intersection of SE 19th Street and SE Ellsworth Road.
- Adequate sight distances can be made available at all site access locations by managing and maintaining foliage. No other sight distance related mitigation is recommended.

11.80 - Street and Development Standards

Roadway Standards for SE 19th Street:

SE 19th Street is an existing Neighborhood Circulator that borders the site to the north. This street requires a minimum 54’ full-width right-of-way and 36’ paved full-width road. Existing improvements include a 47’ right-of-way with 30-31’ paved width and 5’ sidewalks to the east of the site. Frontage improvements will include an additional 7’ of right-of-way and paving to provide a 54’ full width right-of-way with a 36’ full-width paved road, 5’ sidewalks and a 4’ planter along the site frontage.

Roadway Standards for SE Maxon Drive:
SE 19th Street is an existing Local Access street that borders the site to the west and south. This street requires a minimum 25' half-width right-of-way and 14' paved half-width road. Existing improvements include a 60' right-of-way with 32' paved width and no sidewalks. The portion of SE Maxon Road on the south end of the site has an oversized right-of-way. The applicant has requested that the city vacate approximately 11,829 sf of right-of-way to provide only the 25' half-width that is required.

Frontage improvements will include curb/gutter, 5' sidewalks, and 5' planter strips along the site.

Roadway Standards for SE 20th Circle:
SE 20th Circle is a proposed Loop/Cul-De-Sac street that will provide additional access to the site. This street requires a minimum 50' full-width right-of-way and 28' paved full-width road. The applicant will construct this street as required, including a 44' bulb with 4' planters and 5' detached sidewalks on each side of the street.

Road Modifications:
A road modification request has been submitted regarding rolled curb and attached sidewalk on certain sections of roadway within the project.

VMC Title 12 - Trees and Vegetation

Street trees are required on all public roads constructed with this project. After street trees are installed and the right-of-way is dedicated to the city, any work that is proposed on or near street trees will need to meet the requirements of VMC Title 12. Future property owners will have responsibilities regarding street tree maintenance as described in this section.

VMC Title 14.04, 14.10 and 14.16 - Water and Sewers

All lots will be served by public sewer and water.

The site will be served by the City of Vancouver for public sewer service. Public sewer is available at the site and will be extended to each new lot. Gravity laterals will serve the lots fronting on SE 19th Street. A shared public pressure sewer will be constructed for lots on SE 20th Circle and SE Maxon Drive. Private grinder pumps on each lot will be constructed at the time of building construction to connect into the proposed pressure sewer system.

Water for the site will be provided by the City of Vancouver. Public water will be extended from SE 19th Street, through SE Maxon Street, then north along the eastern side of the project to connect into SE 113th Court. Each new home will be served by public water.

14.24 - Erosion Control

An Erosion Control Plan in conformance with VMC 14.24 has been designed and included in this submittal. The plan clearly shows existing topography, specific erosion prevention BMPs, and includes measures to ensure that sediment and sediment laden runoff does not leave the site. In the final site configuration, the contributing drainage area runoff will be conveyed to infiltration trenches so that runoff does not leave the site.

14.25 - Stormwater

Stormwater will be collected from impervious surfaces and routed to infiltration trenches located onsite. Stormwater from pollution generation surfaces will be treated using filter cartridges.

A preliminary stormwater plan and technical information report (TIR) has been submitted with this application. The report shows how the project complies with the standards of the VMC.

14.26 - Water Resource Protection

The entire city is located within a Critical Aquifer Recharge area. The proposal does not include any prohibited discharges to groundwater or surface waters. Stormwater from streets and driveways will be treated using filter cartridges prior to entering infiltration trenches.

VMC Title 16 - Fire

All streets that serve the site meet and exceed minimum fire apparatus access requirements. SE Maxon Road and SE 20th Circle provide cul-de-sac bulbs that allow for emergency vehicles to turnaround within the site. New fire hydrants are proposed within the development to meet the applicable spacing requirements.

VMC Title 17 - Building & Construction

Future residential structures will be built under a separate permit. The homes will be required to follow this section of code at that time.

Grading, Excavation, Fill, and, Stockpile:

The site contractors will be required to follow the recommendations found in the geotechnical report regarding temporary and permanent cut slopes in order to preserve a safe worksite and safeguard property.

A stormwater protection plan will be provided prior to construction. This plan will help prevent potential water quality degradation, prevent excessive sedimentation or erosion by surface waters, and prevent the creation of public nuisances such as the fouling of surface or groundwater.

Revised Code of Washington (RCW)

The subdivision complies with the applicable portions of RCW 58.17. The preliminary plat is in the public interest and will provide additional housing that is needed in the City of Vancouver.

This application and narrative show that there are adequate facilities to serve the proposed subdivision. There are adequate public roads, open spaces, drainage facilities, potable water, sanitary waste collection and treatment, schools and educational services, pedestrian facilities, and fire prevention services.

The proposed development is located over 1 mile away from WyEast Middle and Mt View High Schools. Students living in the future development will be bused to schools.

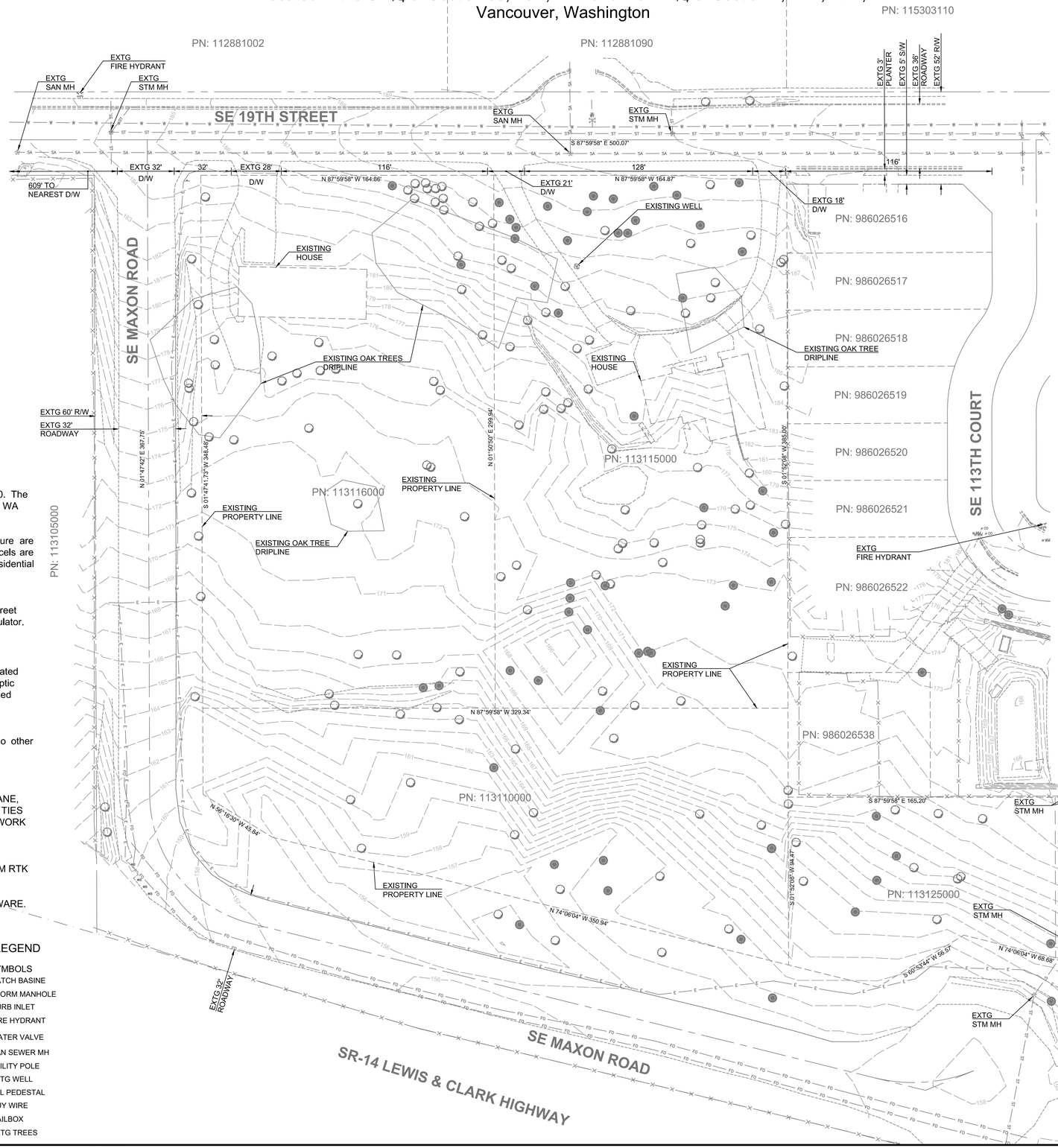
Ellsworth Elementary is 0.8 miles away, however a letter from Evergreen School District states that the district does provide school bus service for this area to all three schools.

This application and narrative also show compliance with the applicable standards of the Vancouver Municipal Code.

19th Street Terrace

EXHIBIT C

Located in the SE ¼ of Section 33, T5N, R2E and the NE ¼ of Section 4, T1N, R2E,
Vancouver, Washington



VICINITY MAP
NOT TO SCALE

Sheet Index

01.	Existing Conditions Plan
02.	Preliminary Plat
03.	Narrow Lot Plan
04.	Grading & Erosion Plan
05.	Stormwater Plan
06.	Water & Sewer Plan
07.	Signing, Striping, & Lighting Plan
L1.	Preliminary Landscape Plan
L2.	Preliminary Landscape Plan
T1.	Preliminary Level V Tree Plan
T2.	Preliminary Level V Tree Plan

LAND USE:

The site area is 3.40 acres in size and is identified as parcel numbers 113116000, 113115000, 113110000, and 11312500. The site addresses are 11101 and 11117 SE 19th St, Vancouver, WA 98664.

Two existing homes are located onsite. All onsite structure are proposed to be demolished with site development. The parcels are within the R-9 zone with a Urban Lower Density Residential comprehensive plan designation.

TRANSPORTATION:
Access to the proposed development will be from SE 19th Street and SE Maxon Road. SE 19th Street is a neighborhood circulator. SE Maxon Road is a Local Access roadway.

UTILITIES:
Existing public sanitary sewer and public water mains are located within NE 19th Street. Each of the homes is served with a septic system and well that will be decommissioned with the proposed development.

CRITICAL AREAS:
There are 8 Oregon white oak trees onsite. There are no other critical areas located onsite.

HORIZONTAL DATUM:
NAD 83 2011(2010.00 EPOCH), WASHINGTON STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET, DERIVED FROM RTK TIES UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN)

VERTICAL DATUM:
NGVD29 (CITY OF VANCOUVER DATUM), DERIVED FROM RTK TIES UTILIZING WSRN. OBSERVATIONS TO SITE BENCHMARKS WERE PERFORMED IN NAVD88, AND CALIBRATED TO NGVD(29) THROUGH VERTCON SOFTWARE.

EXISTING LINETYPE & SYMBOL LEGEND

LINETYPES		SYMBOLS	
ST ST	STORM SEWER LINE		CATCH BASINE
OHP OHP	OVER HEAD POWER LINE		STORM MANHOLE
W W	WATER LINE LOCATE		CURB INLET
SA SA	SANITARY SEWER PIPE		FIRE HYDRANT
T T T	TELECOMM UTILITY	WV	WATER VALVE
E E E	UNDERGROUND ELECTRIC	S	SAN SEWER MH
X X X	FENCE		UTILITY POLE
	CENTERLINE	W	EXTG WELL
	RIGHT OF WAYE	T	TEL PEDESTAL
	EDGE OF PAVEMENT		GUY WIRE
	CURB LINE	MB	MAILBOX
	EDGE OF GRAVEL		EXTG TREES
	SIDEWALK		
	PAVEMENT STRIPING		
	LOT LINE		
	PROPERTY BOUNDARY		
100	CONTOUR LINE		

GENERAL NOTES

APPLICANT:
Ginn Group
Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 608-6026
chad@ginngrp.com

OWNERS:
Michael Buckmeir
232 Farm Supply Rd.
Lacy Springs, AL 35754
mbuckmeir@yahoo.com

Robert & Barbara MacArthur
11117 SE 19th St.
Vancouver, WA 98664

CONTACT:
PLS Engineering
Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

SITE ADDRESS:
Parcel #: 113116000, 113115000, 113110000.

11101 SE 19TH ST, VANCOUVER, WA 98664,

11117 SE 19TH ST, VANCOUVER, WA 98664

Scale 1" = 30'
30 15 0 30

Know what's **below.** **Call** before you dig.

PLS ENGINEERING

Existing Conditions Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions

1	2	3	4	5	6

Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

01
11

19th Street Terrace

Located in the SE ¼ of Section 33, T5N, R2E and the NE ¼ of Section 4, T1N, R2E,
Vancouver, Washington

LAND USE:
The 19th Street Terrace project proposes a 46 lot subdivision. This project is proposed to be processed concurrently with a zoning map amendment to rezone the site from R-9 to R-17. The development will utilize zero lot line standards with single family detached homes.
The entire site area is 3.40 acres in size and is identified as parcel numbers 113116000, 113115000, 113110000, and 11312500. The site addresses are 11101 and 11117 SE 19th St, Vancouver, WA 98664.

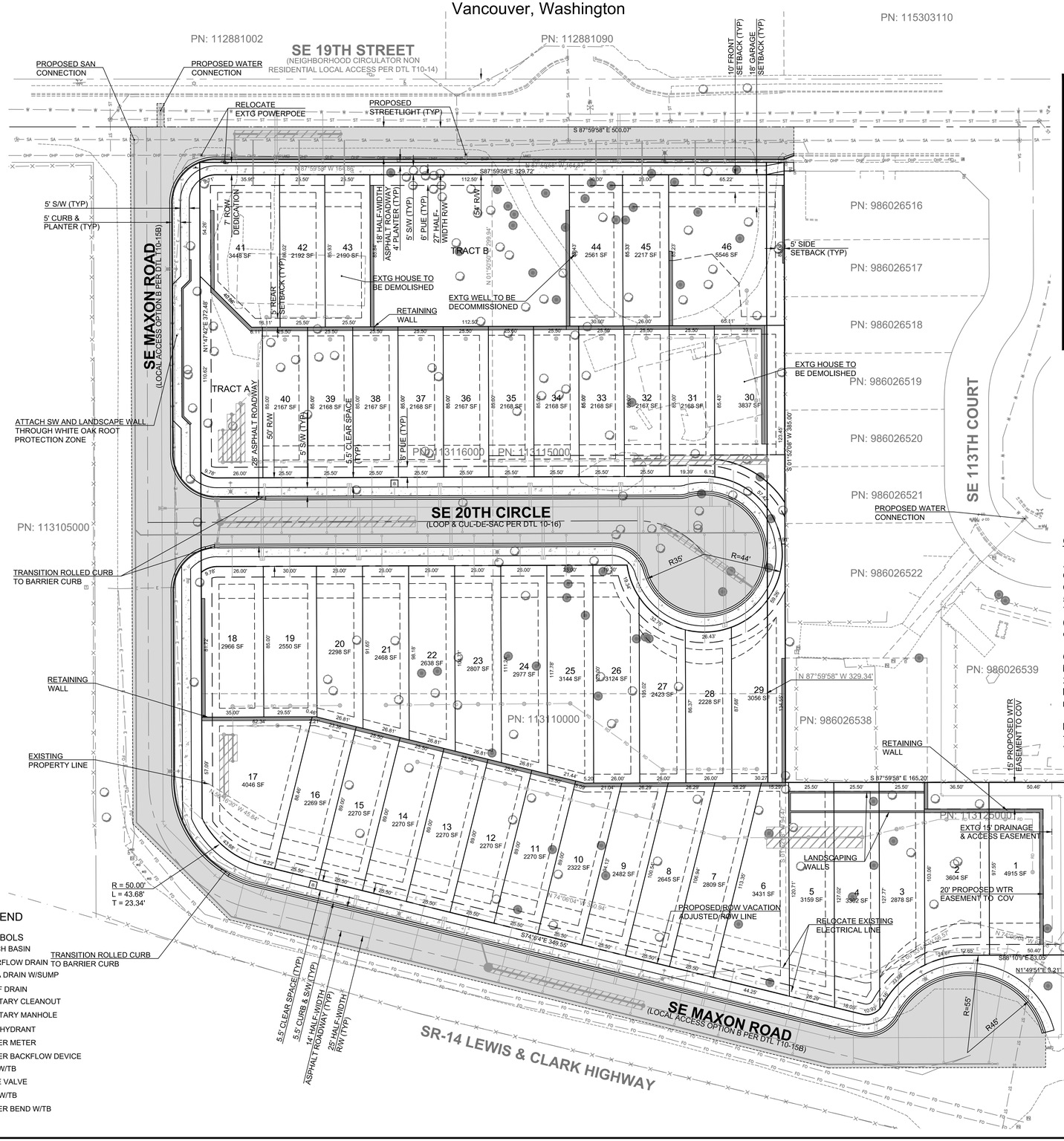
Net density for the zone is 8.8 - 21.8 dwelling units per acre, with a minimum lot size of 2,000 sf and a maximum lot size of 5,000 sf. The gross site area is 3.40 acres. After removing 0.48 acres of proposed right-of-way dedication and 0.27 acres of right-of-way vacation, 3.19 acres is left as net site area. Net density provided is 14.4 d.u./acre.

TRANSPORTATION:
Access to the proposed development will be from SE 19th Street and SE Maxon Road. SE 19th Street is a neighborhood circulator. Half-width improvements will be installed meeting standard detail T10-14. SE Maxon Road is a Local Access roadway and will be improved with sidewalk and curbing to meet the standards of detail T10-15b. SE 20th Circle is a new roadway proposed with this development this roadway will be designed to meet the standards of T10-16.

UTILITIES:
All lots will be served with public water and sewer by City of Vancouver. A majority of the lots will be served private grinder pump systems that pump into a public pressure sewer main for sanitary sewer service.

Stormwater is proposed to be collected, treated and then routed to infiltration trenches throughout the site.

CRITICAL AREAS:
There are 8 Oregon white oak trees onsite. Tracts A and B and a portion of Lot 46 are situated to retain most of the oak trees onsite. There are no other critical areas located onsite.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:
Ginn Group
Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 608-6026
chad@ginngrp.com

OWNERS:
Michael Buckmeir
232 Farm Supply Rd.
Lacy Springs, AL 35754
mbuckmeir@yahoo.com

Robert & Barbara MacArthur
11117 SE 19th St.
Vancouver, WA 98664

CONTACT:
PLS Engineering
Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

SITE ADDRESS:
Parcel #: 113116000,
113115000, 113110000.

11101 SE 19TH ST,
VANCOUVER, WA 98664,

11117 SE 19TH ST,
VANCOUVER, WA 98664

PROPOSED LINETYPE & SYMBOL LEGEND

LINETYPES
- EDGE OF PAVEMENT
- CURB LINE
- PROPOSED SIDEWALK
- EDGE OF GRAVEL
- PAVEMENT SAWCUT
- SETBACK
- LOT LINE
- STORM LINE
- STORM ROOF DRAIN
- WATER MAIN LINE
- WATER SERVICE LINE
- SAN SEWER LATERAL
- SAN SEWER MAIN
- ROAD CENTERLINE
- RIGHT-OF-WAY
- EASEMENT LINE
- RETAINING WALL
- CONTOUR LINE
- DRAINAGE FLOW LINE

SYMBOLS
- CATCH BASIN
- OVERFLOW DRAIN
- AREA DRAIN W/SUMP
- ROOF DRAIN
- SANITARY CLEANOUT
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER BACKFLOW DEVICE
- TEE W/TB
- GATE VALVE
- CAP W/TB
- WATER BEND W/TB

TRANSITION ROLLED CURB TO BARRIER CURB

Scale 1" = 30'
30 15 0 30

Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

811 Know what's **below.** **Call** before you dig.

PLS ENGINEERING
Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Preliminary Plat For:
19th Street Terrace
A Subdivision Located In The City Of Vancouver, Washington

Revisions

1	2	3	4	5	6

Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

02
11

19th Street Terrace

Located in the SE ¼ of Section 33, T5N, R2E and the NE ¼ of Section 4, T1N, R2E,
Vancouver, Washington

VICINITY MAP
NOT TO SCALE

NARROW LOT STANDARDS

The 19th Street Terrace Planned Development proposes to divide 3.40 acres into 46 lots with a rezone from R-9 to R-17. The subdivision was prepared in accordance with the requirements of VMC sections 20.927.030 and 20.927.040. All utilities, driveways, street trees, and other features have been placed such that they avoid conflict with one another.

See the landscape plan sheet L1 for details on the location, species, and size of street trees, including the mature heights and crown widths.

All setback requirements are reflected in the building envelopes shown on the site plan.

GENERAL NOTES

APPLICANT:
Ginn Group
Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 608-6026
chad@ginngrp.com

OWNERS:
Michael Buckmeir
232 Farm Supply Rd.
Lacy Springs, AL 35754
mbuckmeir@yahoo.com

Robert & Barbara MacArthur
11117 SE 19th St.
Vancouver, WA 98664

CONTACT:
PLS Engineering
Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

SITE ADDRESS:
Parcel #: 113116000, 113115000, 113110000.

11101 SE 19TH ST, VANCOUVER, WA 98664,

11117 SE 19TH ST, VANCOUVER, WA 98664

Scale 1" = 30'
30 15 0 30

Legend

Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

Know what's **below.** **Call** before you dig.

PROPOSED LINETYPE & SYMBOL LEGEND

LINETYPES
- EDGE OF PAVEMENT
- CURB LINE
- PROPOSED SIDEWALK
- EDGE OF GRAVEL
- PAVEMENT SAWCUT
- SETBACK
- LOT LINE
- STORM LINE
- STORM ROOF DRAIN
- WATER MAIN LINE
- WATER SERVICE LINE
- SAN SEWER LATERAL
- SAN SEWER MAIN
- ROAD CENTERLINE
- RIGHT-OF-WAY
- EASEMENT LINE
- RETAINING WALL
- CONTOUR LINE
- DRAINAGE FLOW LINE

SYMBOLS
- CATCH BASIN
- OVERFLOW DRAIN
- AREA DRAIN W/SUMP
- ROOF DRAIN
- SANITARY CLEANOUT
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER BACKFLOW DEVICE
- TEE W/TB
- GATE VALVE
- CAP W/TB
- WATER BEND W/TB

EXISTING LINETYPE & SYMBOL LEGEND

LINETYPES
- STORM SEWER LINE
- OVER HEAD POWER LINE
- WATER LINE LOCATE
- SANITARY SEWER PIPE
- TELECOMM UTILITY
- UNDERGROUND ELECTRIC
- FENCE
- CENTERLINE
- RIGHT OF WAYE
- EDGE OF PAVEMENT
- CURB LINE
- EDGE OF GRAVEL
- SIDEWALK
- PAVEMENT STRIPING
- LOT LINE
- PROPERTY BOUNDARY
- CONTOUR LINE

SYMBOLS
- CATCH BASINE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- WATER VALVE
- SAN SEWER MH
- UTILITY POLE
- EXTG WELL
- TEL PEDESTAL
- GUY WIRE
- MAILBOX
- EXTG TREES

PLS ENGINEERING

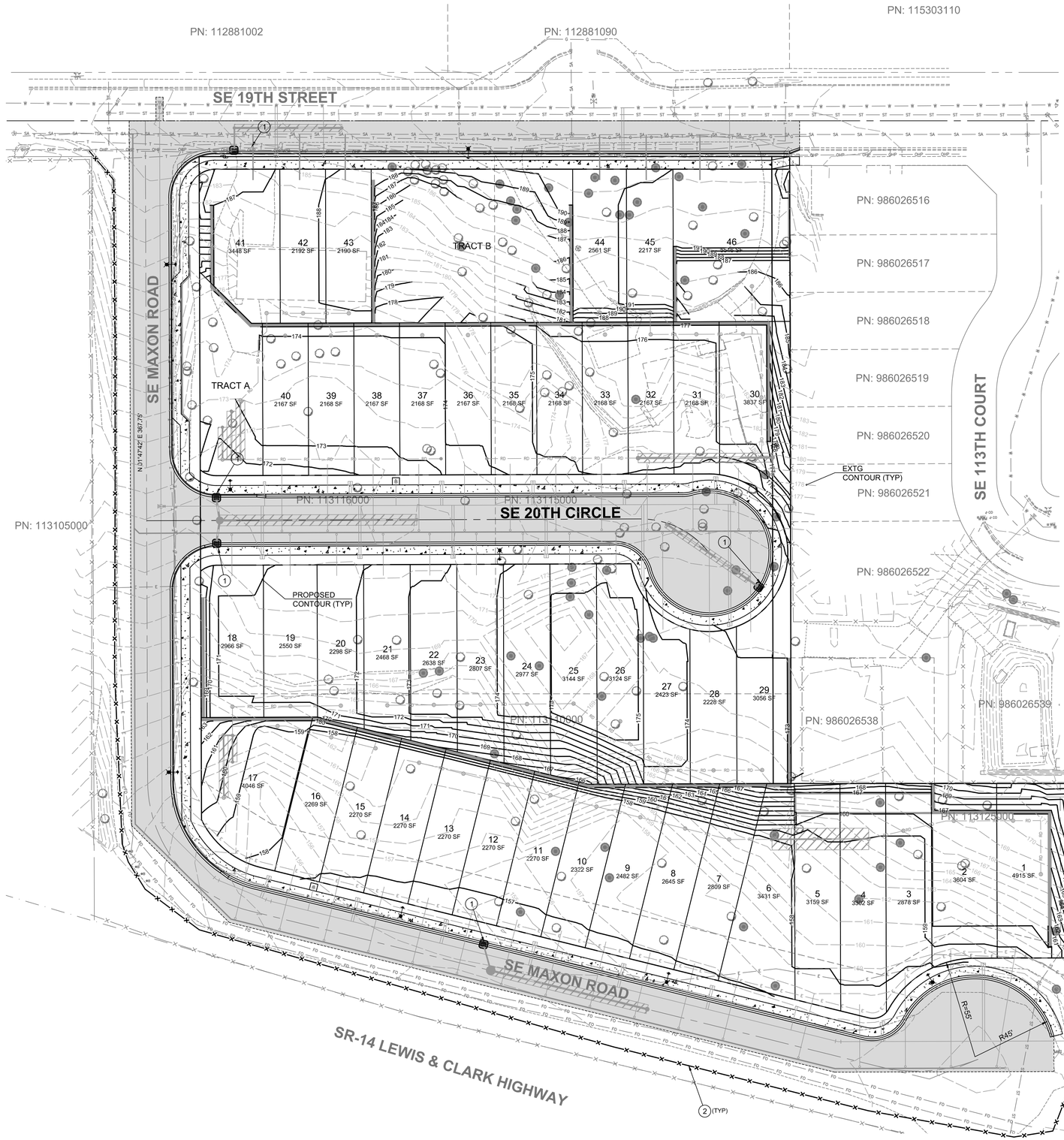
Narrow Lot Plan For:
19th Street Terrace
A Subdivision Located In The City Of Vancouver, Washington
Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions

1	2	3	4	5	6

Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

03
11



EROSION CONTROL NOTES:

1. INLET PROTECTION (PER COV STD DTL E-2.20a)
2. SILT FENCE AS NEEDED (PER COV STD DTL E-2.33)

HORIZONTAL DATUM:
NAD 83 2011(2010.00 EPOCH), WASHINGTON STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET, DERIVED FROM RTK TIES UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN)

VERTICAL DATUM:
NGVD29 (CITY OF VANCOUVER DATUM), DERIVED FROM RTK TIES UTILIZING WSRN. OBSERVATIONS TO SITE BENCHMARKS WERE PERFORMED IN NAVD88, AND CALIBRATED TO NGVD(29) THROUGH VERTCON SOFTWARE.

SURVEYOR'S NOTES:
CLARK COUNTY RECORDS INDICATE THAT PIN 113115-000 AND 113116-000 ARE SERVED BY PRIVATE WELL AND PRIVATE SEPTIC. AT THE TIME OF SURVEY ABOVE GROUND EVIDENCE OF SEPTIC SYSTEMS WAS NOT FOUND. A WELL HEAD WAS FOUND ON PIN 113115-000 AND IS SHOWN.

Scale 1" = 30'

30 15 0 30

N

Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

811 Know what's **below.** **Call** before you dig.

PLS ENGINEERING

Grading & Erosion Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

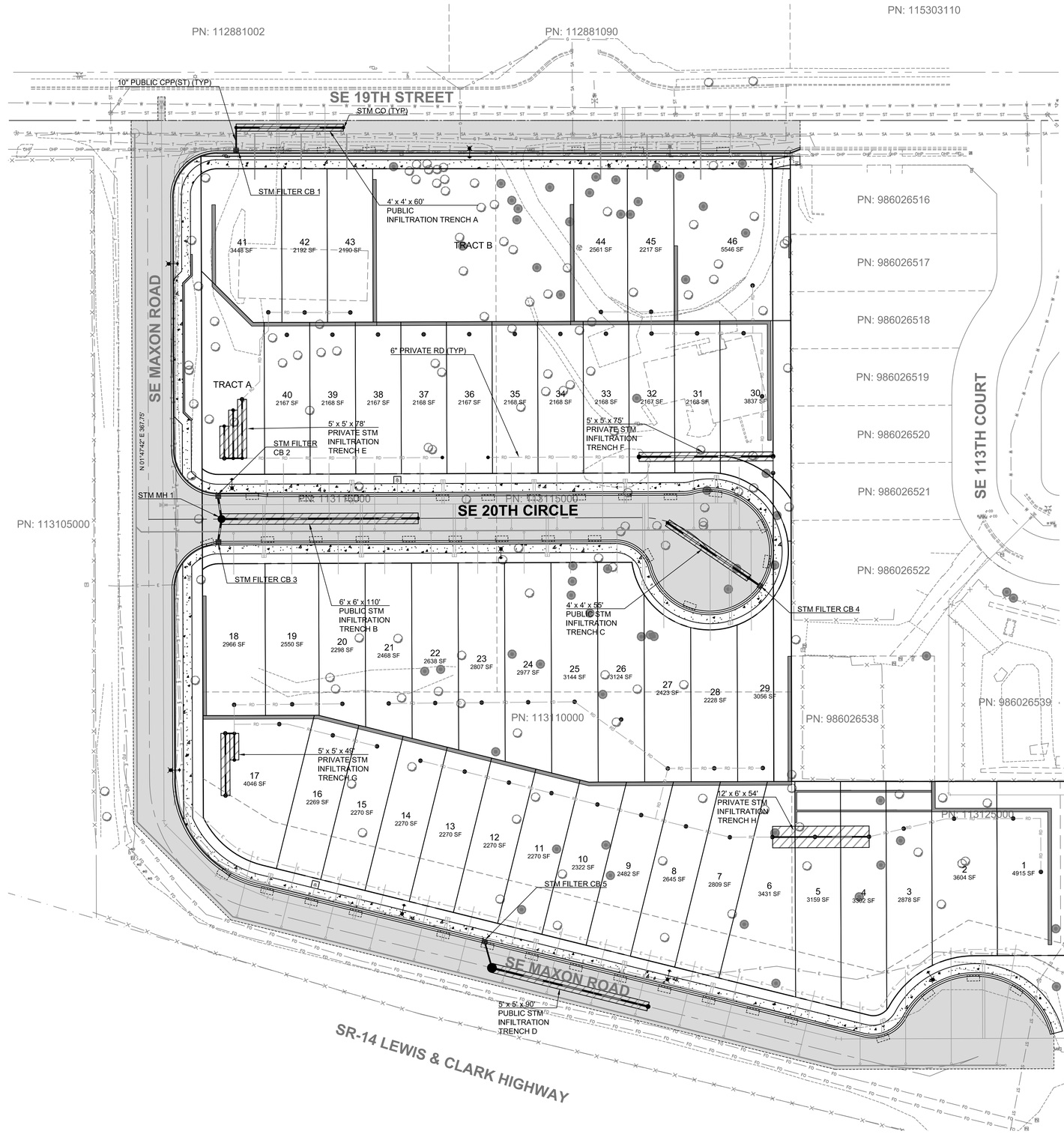
Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions

1	2	3	4	5	6

Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

04 / 11



Scale 1" = 30'

30 15 0 30

N

Legend

- Proposed Asphalt
- Proposed Concrete
- Proposed Retaining Wall

811 Know what's **below.** **Call** before you dig.

PLS ENGINEERING

Stormwater Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

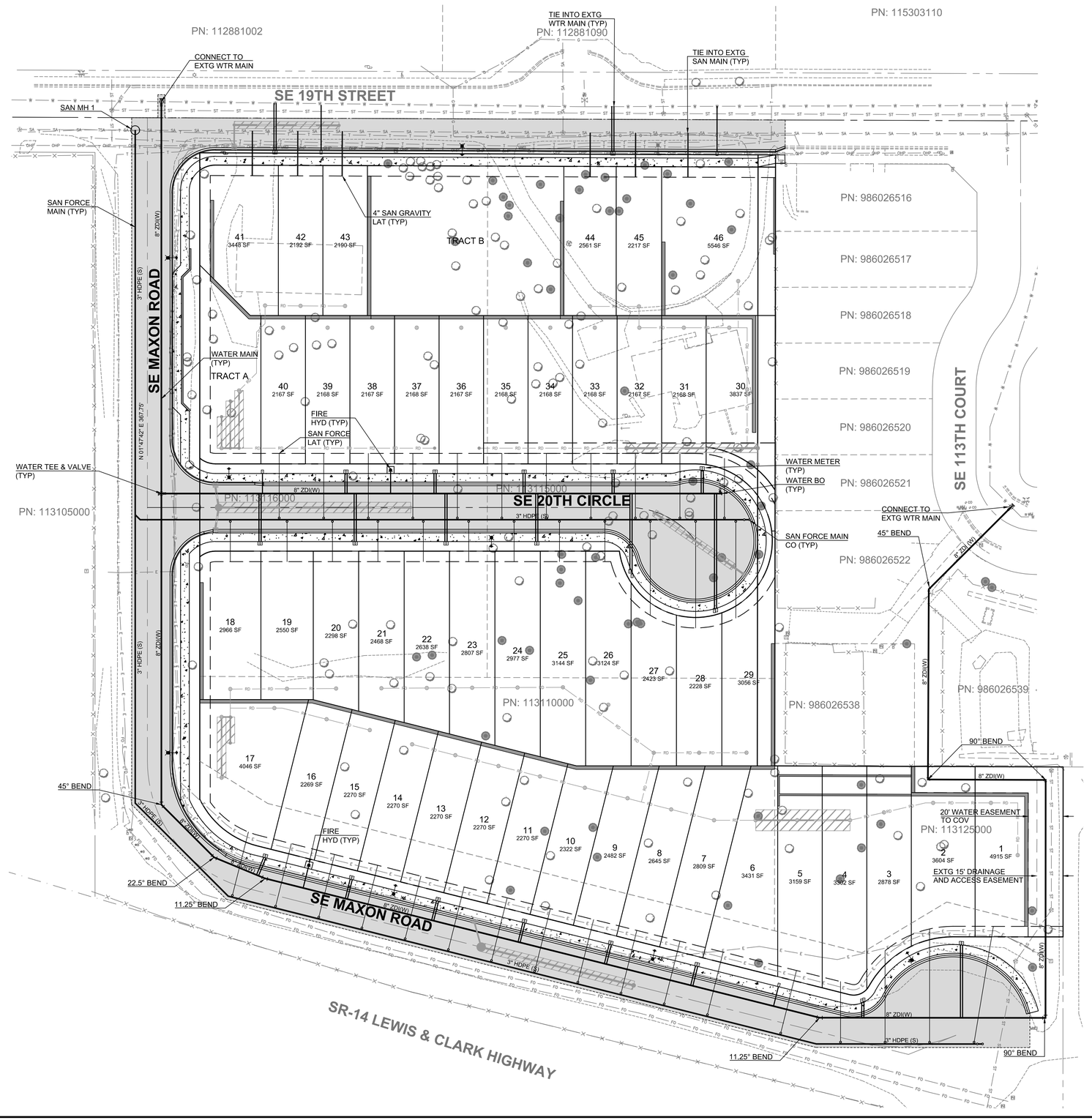
Revisions

1	2	3	4	5	6

Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

05

11



Scale 1" = 30'

30 15 0 30

Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

811 Know what's below. Call before you dig.

PLS ENGINEERING

Water & Sewer Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

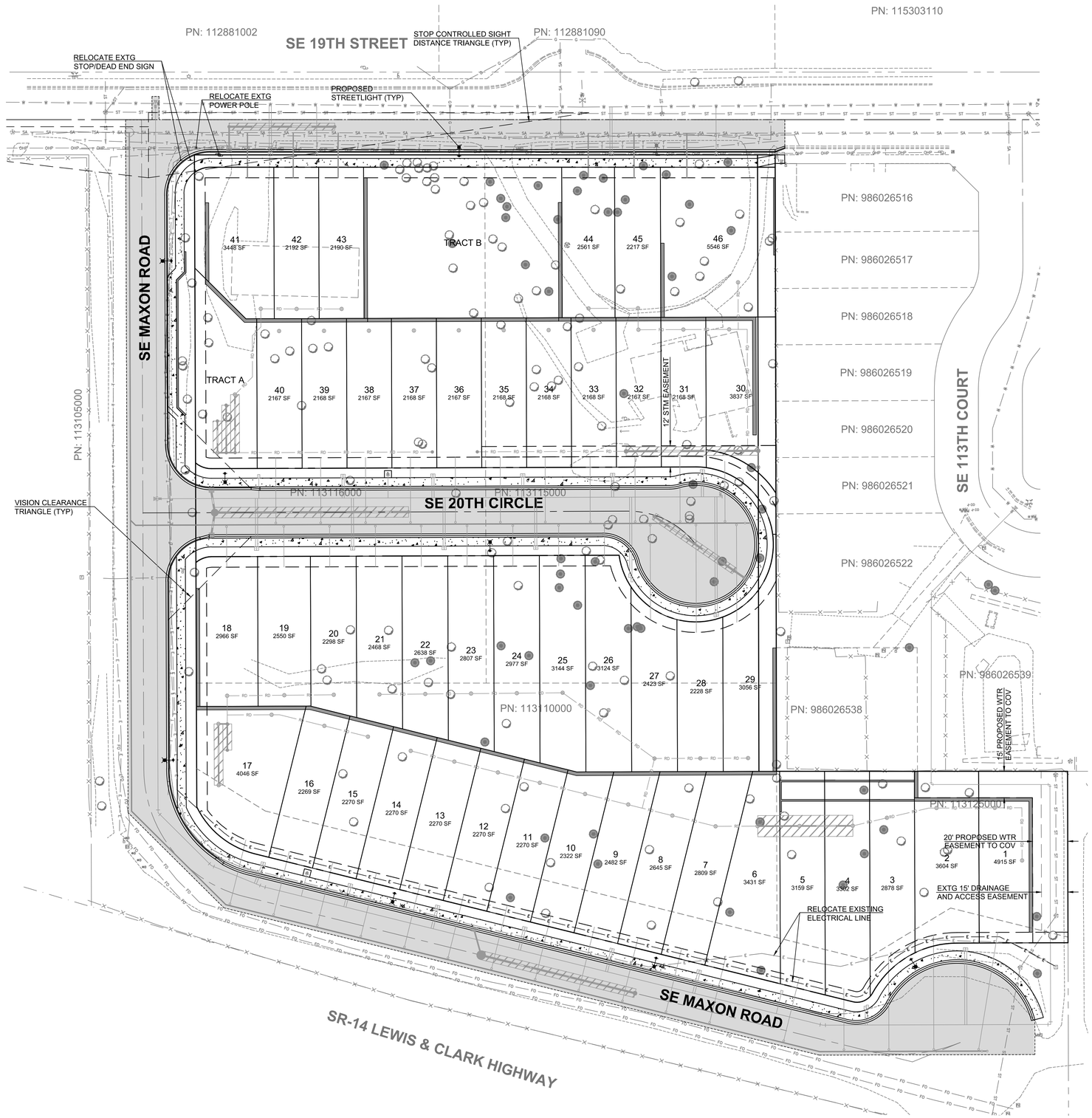
Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions

1	2	3	4	5	6

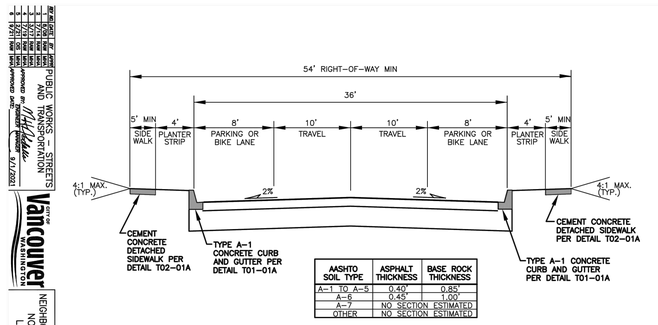
Project No.	3691
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

06 / 11



Scale 1" = 30'

30 15 0 30

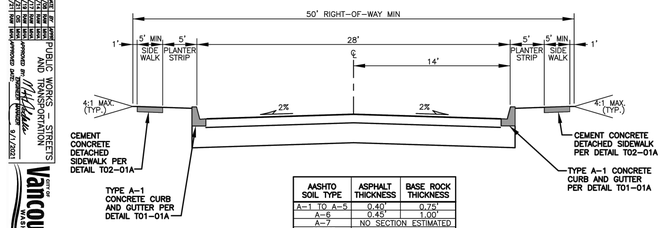


AASHTO SOIL TYPE	ASPHALT THICKNESS	BASE ROCK THICKNESS
A-1 TO A-5	0.40'	0.85'
A-6	0.40	1.00'
A-7	NO SECTION ESTIMATED	
OTHER	NO SECTION ESTIMATED	

NOTES:

1. MEANDERING SIDEWALKS MAY BE ALLOWED WITH THE DIRECTOR'S APPROVAL.
2. WIDER SIDEWALKS MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES.
3. SEE STANDARD PLAN T10-00 FOR GENERAL NOTES.

SE 19TH STREET



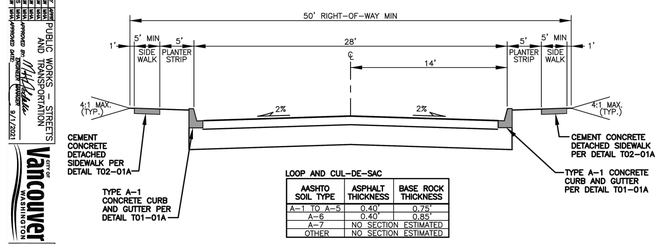
AASHTO SOIL TYPE	ASPHALT THICKNESS	BASE ROCK THICKNESS
A-1 TO A-5	0.40'	0.75'
A-6	0.40'	1.00'
A-7	NO SECTION ESTIMATED	
OTHER	NO SECTION ESTIMATED	

FOR NON RESIDENTIAL LOCAL ACCESS, SEE T10-14

NOTES:

1. MEANDERING SIDEWALKS MAY BE ALLOWED WITH THE DIRECTOR'S APPROVAL.
2. WIDER SIDEWALKS MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES.
3. PARKING RESTRICTED TO ONE SIDE ONLY.
4. SEE STANDARD PLAN T10-00 FOR GENERAL NOTES.

SE MAXON ROAD



LOOP AND CUL-DE-SAC

AASHTO SOIL TYPE	ASPHALT THICKNESS	BASE ROCK THICKNESS
A-1 TO A-5	0.40'	0.75'
A-6	0.40	0.85'
A-7	NO SECTION ESTIMATED	
OTHER	NO SECTION ESTIMATED	

NOTES:

1. SEE **STREET TERMINATION DETAIL T10-01B** FOR ADDITIONAL CUL-DE-SAC REQUIREMENTS.
2. WIDER SIDEWALKS MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES.
3. PARKING RESTRICTED TO ONE SIDE ONLY.
4. SEE STANDARD PLAN T10-00 FOR GENERAL NOTES.

SE 20TH CIRCLE

Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

Know what's **below.** **Call** before you dig.

PUBLIC WORKS - STREETS AND TRANSPORTATION — 6/1/2023 — STANDARD PLAN NUMBER T10-14

NEIGHBORHOOD CIRCULATOR NON RESIDENTIAL LOCAL ACCESS

PUBLIC WORKS - STREETS AND TRANSPORTATION — 6/1/2023 — STANDARD PLAN NUMBER T10-16

LOCAL ACCESS OPTION B (28' ROADWAY WIDTH)

PUBLIC WORKS - STREETS AND TRANSPORTATION — 6/1/2023 — STANDARD PLAN NUMBER T10-16B

LOOP AND CUL-DE-SAC

Signing, Striping, & Lighting Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

PLS ENGINEERING

Revisions

1	2	3	4	5	6

Project No. 3691

SCALE: H: 1" = 30' V: N/A

DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

07 / 11

REQUIRED TREE DENSITY

	GROSS SITE AREA	REQUIRED TREE UNITS / ACRE DISTURBED	TOTAL REQUIRED TREE UNITS
	3.24± AC	30	97

TREE DENSITY SUMMARY

EXISTING TREE UNITS RETAINED		74.5
TREE UNIT SUMMARY (SEE REQUIRED TREE DENSITY CALCULATIONS ABOVE)		
DECIDUOUS TREE UNITS	120.5 / 100%	
EVERGREEN TREE UNITS	0 / 0%	
TREE UNITS PROVIDED		120.5

LANDSCAPE PLAN NARRATIVE

TIMELINE
REQUIRED SITE TREES SHALL BE PLANTED AND MAINTAINED IN COMPLIANCE WITH VMC 20.925 (LANDSCAPING) AND VMC 20.770 (TREE CONSERVATION) AND AS SPECIFIED IN THE APPROVED PLANS AND MAINTAINED ON FILE AT THE CITY OF VANCOUVER. THE APPROVED PLANTING PLANS REQUIRE THE PLANTING OF A SPECIFIC NUMBER AND TYPE OF TREES.

THE DEVELOPER SHALL BE RESPONSIBLE FOR PLANTING AND MAINTAINING THE PROPOSED TREES.

TREES AND SHRUBS IN SIGHT DISTANCE TRIANGLE, TYP. ALL SHRUBS WITHIN SIGHT DISTANCE TRIANGLES SHALL BE MAINTAINED SO THAT FOLIAGE HEIGHT ABOVE PAVEMENT DOES NOT EXCEED 2.5 FEET. STREET TREES WITHIN SIGHT DISTANCE TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 10 FEET CONSISTENT WITH ANSI A300 STANDARDS TO PROVIDE FOR SIGHT DISTANCE VISIBILITY.

TREE LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY	TREE UNITS
TREES				
	EXISTING TREES - RETAIN & PROTECT PER PLANS	see sht. T1	7	74.5
	CORNUS X 'RUTDAN' CELESTIAL DOGWOOD	2" cal.	7	7
	CORNUS X KOUSA 'STARLIGHT' STARLIGHT DOGWOOD	2" cal.	22	22
	MAGNOLIA VIRGINIANA 'MOONGLOW' MOONGLOW MAGNOLIA	2" cal.	17	17
	PARROTIA PERSICA 'RUBY VASE' RUBY VASE PERSIAN PARROTIA STREET TREE	2" cal.	24	0
	ZELKOVA SERRATA 'CITY SPRITE' CITY SPRITE ZELKOVA STREET TREE	2" cal.	17	0
	TOTAL TREES PLANTED		87	
	TOTAL TREE UNITS			120.5
GROUNDCOVERS				
	ARCTOSTAPHYLOS UVA URSI 'MASS.' MASSACHUSETTS KINNICKINNICK OR RUBUS CALYCINOIDES CREEPING RASPBERRY OR LAWN	1 GAL. / 1 GAL.	30" O.C. / 30" O.C.	
	NATIVE UNDERSTORY, REFER TO MITIGATION PLAN BY OTHERS			

REFER TO SHEET L2 FOR LANDSCAPE DETAILS & NOTES.

REQUIRED MAINTENANCE PRUNING

PRUNING OF DECIDUOUS TREES SHALL BE PERFORMED ON NEWLY PLANTED DECIDUOUS TREES PURSUANT TO THE FOLLOWING SCHEDULE AND STANDARDS.
A. YEAR 1. ONLY DEAD, BROKEN OR CROSSING BRANCHES SHALL BE PRUNED WHEN THE TREE IS PLANTED.
B. YEAR 2. A CLASS 1 PRUNE, PURSUANT TO NATIONAL ARBORIST ASSOCIATION STANDARDS, SHALL BE PERFORMED DURING YEAR TWO. THE PURPOSE OF THIS PRUNING IS TO ESTABLISH PROPER SCAFFOLD BRANCHING, RAISE THE CROWN FOR ROAD/SIDEWALK CLEARANCE, AND REMOVE ANY DEAD, DYING OR CROSSING BRANCHES.
YEAR 3 - A CLASS 1 PRUNE, PURSUANT TO NATIONAL ARBORIST ASSOCIATION STANDARDS, SHALL BE PERFORMED DURING YEAR THREE. THE PURPOSE OF THIS PRUNING IS TO CONTINUE TO ESTABLISH THE PROPER SCAFFOLD BRANCHING, CONTINUE TO RAISE THE CROWN FOR ROAD AND SIDEWALK CLEARANCE, AND TO REMOVE ANY DEAD, DYING OR CROSSING BRANCHES.
CONIFER TREES. PRUNING/SHEARING SHALL BE PERFORMED ON NEWLY PLANTED CONIFER TREES ACCORDING TO THE FOLLOWING SCHEDULE AND STANDARDS.
A. YEAR 1 - ONLY DEAD AND BROKEN BRANCHES AND/OR DOUBLE LEADERS SHALL BE PRUNED WHEN THE TREE IS PLANTED.
B. YEAR 2 - DEPENDING ON SPECIES, THE TREE SHALL BE PRUNED/SHEARED TO ENCOURAGE ONE CENTRAL LEADER. LOWER BRANCHES SHALL BE PRUNED AS NEEDED TO PROVIDE CLEARANCE.
C. YEAR 3 - DEPENDING ON SPECIES, THE TREE SHALL BE PRUNED/SHEARED TO ENCOURAGE ONE CENTRAL LEADER. LOWER BRANCHES SHALL BE PRUNED AS NEEDED TO PROVIDE CLEARANCE.

IRRIGATION NOTE

ALL LANDSCAPE AREAS SHALL BE HAND WATERED OR IRRIGATED WITH AN AUTOMATIC DRIP AND/OR SPRAY IRRIGATION SYSTEM. REFER TO CIVIL ENGINEERING PLANS FOR WATER SOURCE.

Planning Solutions, Inc.
Creating Solutions to Complex Issues
4400 NE 77th Avenue
Suite 275
VANCOUVER, WA 98662
VOICE: 360-750-9000 FAX: 360-713-6102
www.planningsolutionsinc.com

STATE OF WASHINGTON · CHRISTOPHER A. BARNETT · LICENSED LANDSCAPE ARCHITECT · EXP. 02/25/2024

PRELIMINARY NOT FOR CONSTRUCTION SUBJECT TO APPROVAL

19th STREET TERRACE

11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

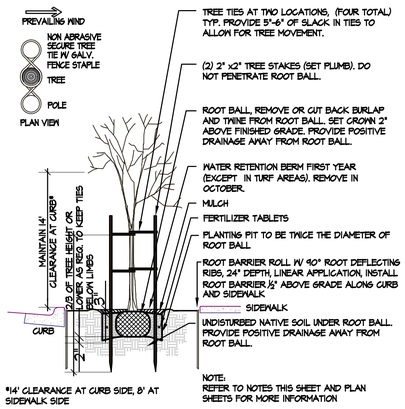
DRAWN: VH	CHECKED: CB
SCALE: 1" = 30'-0"	DATE: 10.29.23
JOB #: 23-1840	
ISSUED FOR: PLR	
REVISIONS:	
1 FC 12-08-23	
2 Oaks 02-19-24	
3	
4	
5	
6	

SHEET NAME:
PRELIMINARY LANDSCAPE & TREE PLAN (LEVEL V)

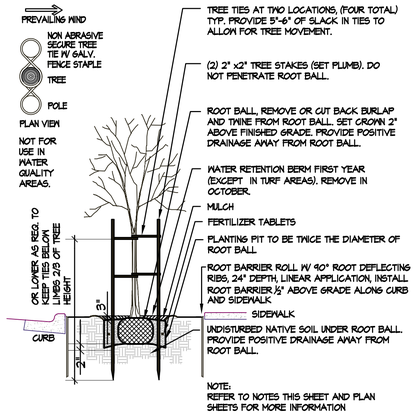
SHEET #:
L1
SHEET 3 OF 4

© COPYRIGHT 2024, PLANNING SOLUTIONS, INC. NO PART OF THIS DRAWING MAY BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF PLANNING SOLUTIONS, INC.

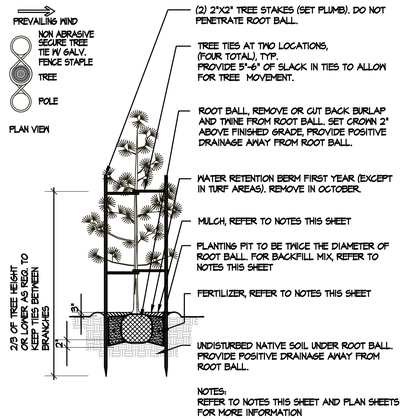
DISCLAIMER AND LIMITATIONS: ANY WORK CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO PLANS AND DOCUMENTS ARE INSTRUMENTS OF SERVICE INTENDED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. ALL WORK SHALL BE CONSIDERED CONCEPTUAL AND SUBJECT TO CHANGE. THESE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED A WORK IN PROGRESS WHERE UNKNOWN FACTORS EXIST AND JURISDICTIONAL REQUIREMENTS HAVE NOT BEEN VERIFIED. DUE TO THE HIGH DEGREE OF UNCERTAINTY ASSOCIATED WITH A CONCEPTUAL DESIGN, THESE INSTRUMENTS OF SERVICE SHALL NOT BE USED AS THE BASIS FOR A FINANCIAL EVALUATION OR CONSTRUCTION COST ESTIMATING. NO ASSURANCES ARE OFFERED OR IMPLIED AS TO THE OVERALL FEASIBILITY OF THE PROJECT. ALL WORK SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY ALL APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES AND SHALL CONTAIN THE PROFESSIONAL SEAL AND SIGNATURE OF ALL REQUIRED DESIGN PROFESSIONALS PRIOR TO ANY USE OF THESE DOCUMENTS. PLANNING SOLUTIONS, INC. AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.



A B & B Tree Planting - Street Tree Detail
Not To Scale — SECTION / PLAN VIEW



B B & B Tree Planting Detail
Not To Scale — SECTION / PLAN VIEW

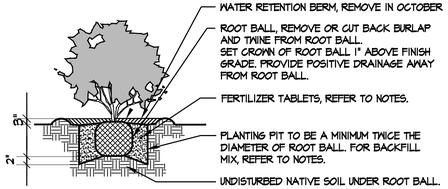


C B & B Tree Planting Detail: Evergreen under 8' Height
Not To Scale — SECTION / PLAN VIEW

TREES AND SHRUBS IN SIGHT DISTANCE TRIANGLES:

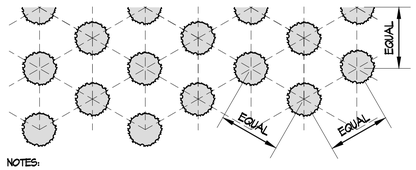
ALL SHRUBS WITHIN SIGHT DISTANCE TRIANGLES SHALL BE MAINTAINED SO THAT FOLIAGE HEIGHT ABOVE PAVEMENT SHALL NOT EXCEED 2.5 FEET.

STREET TREES WITHIN SIGHT DISTANCE TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 10 FEET CONSISTENT WITH ANSI A300 STANDARDS TO PROVIDE FOR SIGHT DISTANCE VISIBILITY.



NOTE:
REFER TO NOTES AND PLANS PRIOR TO BIDDING AND CONSTRUCTION.

D B & B Shrub Planting Detail
Not To Scale — SECTION



NOTES:

ALL GROUND COVER SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING AS SPECIFIED IN PLANTING LEGEND.

GROUND COVER TO BE LOCATED ONE HALF OF SPECIFIED SPACING DISTANCE FROM ANY HARD SURFACE, UNLESS OTHERWISE SPECIFIED.

E Ground Cover Planting Detail
Not To Scale — PLAN VIEW

PLANTING NOTES

1. ALL BOUNDARIES, EASEMENTS, UTILITIES AND LEGAL ENCUMBRANCES TO BE CONFIRMED WITH OWNER PRIOR TO BEGINNING WORK. PROPERTY LINES AND SURVEY INFORMATION PROVIDED BY PLS ENGINEERING.
2. IN NO WAY IS THIS PLAN TO BE INTERPRETED TO EXCEED THE LEGAL BOUNDARIES OF THE OWNER'S REAL PROPERTY.
3. THE LANDSCAPE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF BOUNDARIES, UTILITIES AND WETLANDS.
4. THIS PLAN SHALL BE INSTALLED TO MEET ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL CODES.
5. THIS PLAN SHALL BE CONSIDERED PRELIMINARY UNTIL APPROVED BY ALL GOVERNING AGENCIES. IMPLEMENTATION OF THIS PLAN SHALL NOT PROCEED UNTIL ISSUANCE OF ALL RELATED PERMITS.
6. PLANT QUANTITIES ARE FOR INFORMATION ONLY. IN CASE OF ANY DISCREPANCY, THE PLAN SHALL GOVERN.
7. ALL WORK IS TO BE PERFORMED BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS.
8. THE CONTRACTOR IS TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO PERFORMING ANY EXCAVATION. CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR'S WORK, AT NO ADDITIONAL COST TO THE OWNER. CONTACT ALL UTILITY PROVIDERS SERVING THE SITE AREA 48 HOURS PRIOR TO ANY EXCAVATION.
9. ALL PLANT MATERIALS SHALL MATCH SPECIFICATIONS PER SPECIES AND SHALL COMPLY WITH ANSI Z60.1 'STANDARD FOR NURSERY STOCK'.
10. THE CONTRACTOR SHALL ADHERE TO THE WASHINGTON ASSOCIATION OF NURSERYMEN'S GUIDELINES FOR PLANTING PRACTICES.
11. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING ELEMENTS ON AND OFF SITE, RESULTING FROM THE CONTRACTOR'S WORK.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE VIABILITY OF ALL PLANT MATERIAL FOR 2 YEARS AFTER COMPLETION OF PLANTING. DISEASED, DYING, OR DEAD PLANT MATERIAL SHALL BE REPLACED BY THE CONTRACTOR DURING THE TWO YEAR PERIOD AND MAINTAINED FOR AN ADDITIONAL 2 YEAR PERIOD.
13. IMMEDIATELY UPON BID AWARD, CONTRACTOR SHALL SECURE THE PLANT MATERIALS AS SPECIFIED FROM AVAILABLE SOURCES. IN THE EVENT THAT PLANT MATERIALS ARE NOT AVAILABLE, CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTION FOR PLANT MATERIAL WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
14. TOP DRESS ALL SHRUB AND GROUND COVER AREAS (NOT LAWN) WITH 3" OF FIR BARK MULCH. SUBMIT SAMPLE TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
15. TREE LOCATIONS MAY BE ADJUSTED IN THE FIELD TO SUIT SITE REQUIREMENTS AS DIRECTED BY THE LANDSCAPE ARCHITECT.
16. THE CONTRACTOR SHALL ENSURE THAT ALL EXCAVATED PLANTING PITS HAVE POSITIVE DRAINAGE. PLANT PITS FULLY FLOODED WITH WATER SHALL DRAIN WITHIN (12) HOURS OF FILLING.
17. FINISH GRADE SHALL BE SET TO ALLOW POSITIVE DRAINAGE
18. ROTOTILL 2" OF COMPOST INTO ALL PLANTED AREAS.
19. INCORPORATE PEAT INTO THE ROOT ZONE OF RHODODENDRONS, AZALEAS AND OTHER ACID LOVING PLANTS.
20. INCORPORATE 10-20-20 FERTILIZER INTO THE ROOT ZONE OF ALL NEW PLANTINGS.
21. RONSTAR, OR APPROVED EQUAL, PREEMERGENT HERBICIDE TO BE APPLIED TO ALL PLANTED AREAS PER MANUFACTURERS INSTRUCTIONS.
22. EXISTING VEGETATION TO BE SPRAYED WITH ROUNDUP, OR APPROVED EQUAL, PER MANUFACTURERS INSTRUCTIONS. SUFFICIENT TIME SHALL BE GIVEN TO ALLOW EXISTING MATERIAL TO DIE. REMOVE EXISTING 2T. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING TURF PLANTED WITHIN THE RIGHT OF WAY.
23. CROWN LAWN AREAS AND GRADE TO PROVIDE POSITIVE DRAINAGE.
24. ROLL LAWN AREA TO INSURE PROPER COMPACTION TO MINIMIZE SETTLING.
25. AMEND SOIL IN LAWN AREAS WITH 80 LBS. OF DOLOMITE LIME AND 40 LBS. OF 10-20-20 SLOW RELEASE FERTILIZER OR EQUIVALENT. PROVIDE A 3" LAYER OF SANDY LOAM TOPSOIL FOR LAWN AND BED AREA.
26. SEED LAWN AREAS WITH GRASS SEED MANUFACTURER'S RECOMMENDATIONS. COVER SEED WITH FINE MULCH APPLIED WITH ROLLER OR HYDROSEED.
27. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING TURF PLANTED WITHIN THE RIGHT OF WAY.
28. PLANT MATERIAL SHALL BE PLANTED W/ ROOT CROWN 1" ABOVE FINISHED GRADE TO ALLOW POSITIVE DRAINAGE AWAY FROM CROWN.
29. STAKE ALL TREES OVER 6 FT. IN HEIGHT PER DETAILS ON THIS SHEET.
30. REFER TO DETAILS FOR ADDITIONAL INFORMATION.
31. ALL PLANTING SHALL BE HAND WATERED OR IRRIGATED BY AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM.
32. ALL PLANT MATERIALS FURNISHED ARE TO BE HEALTHY, UNIFORMLY BRANCHED AND WITH WELL DEVELOPED FIBROUS ROOT SYSTEMS.
33. ALL PLANT MATERIALS FURNISHED ARE TO BE FREE FROM DEAD OR BROKEN BRANCHES, LICHENS, SCARS, BROKEN BARK OR WOUNDS. ALL PLANT MATERIALS WILL BE INSECT, WEED, AND DISEASE FREE ACCORDING TO THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE FOR NURSERY PLANT MATERIALS SOLD FOR WHOLESALE OR RETAIL. ALL PRUNING WOUNDS MUST BE WELL HEALED WITH NO EVIDENCE OF DECAY.
34. FIELD CONFIRM ALL SITE CONDITIONS, AREAS AND SIZES PRIOR TO BIDDING & CONSTRUCTION. DO NOT SCALE FROM PLANS.

Planning Solutions, Inc.
Creating Solutions to Complex Issues
4400 NE 77th Avenue
Suite 275
VANCOUVER, WA 98662
VOICE: 360-750-9000 FAX: 360-713-6102
www.planningsolutionsinc.com

PRELIMINARY NOT FOR CONSTRUCTION SUBJECT TO APPROVAL

STATE OF WASHINGTON · CHRISTOPHER A. BARKEN · LICENSED LANDSCAPE ARCHITECT · EXP. 10/29/24

19th STREET TERRACE

11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

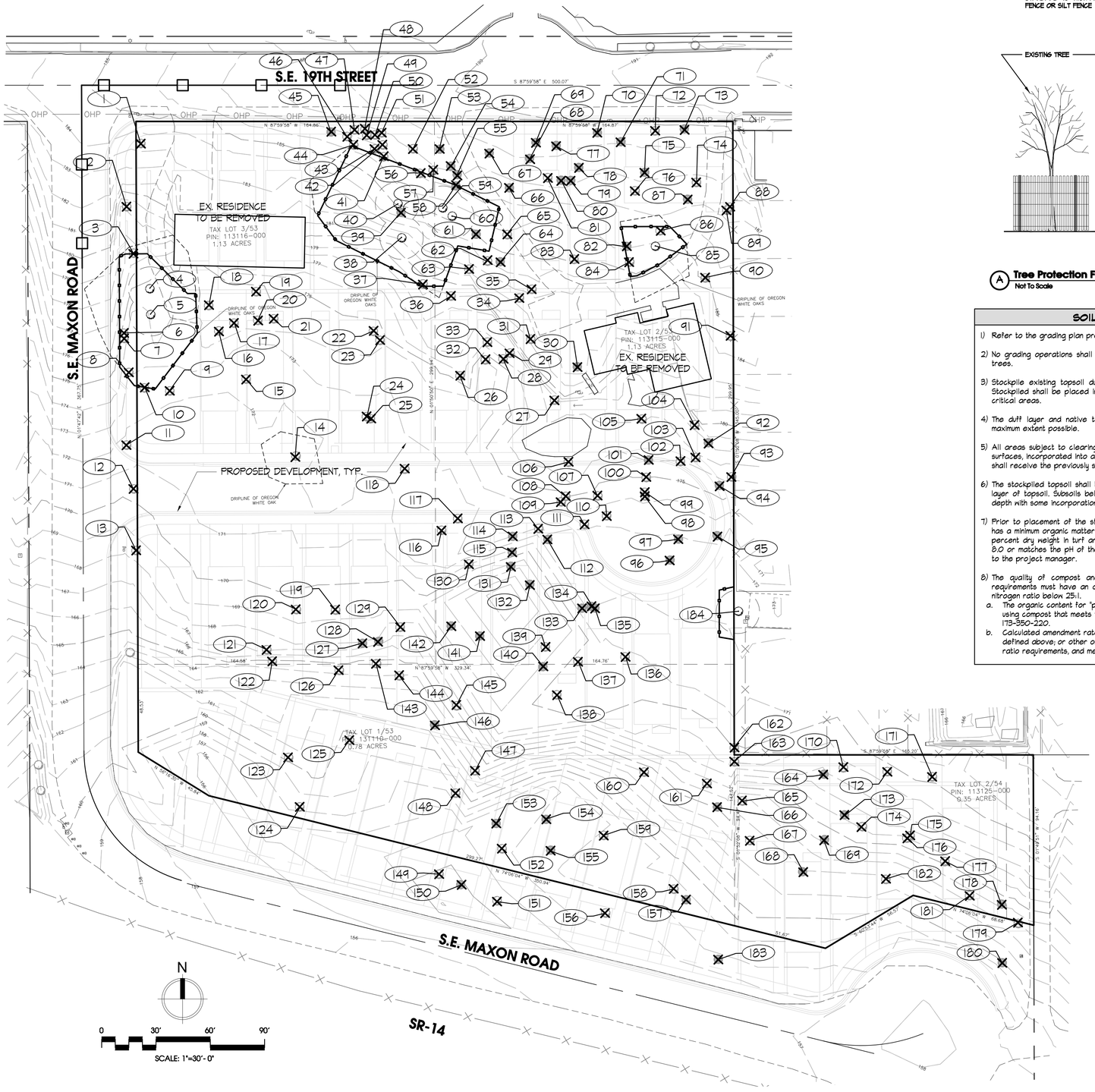
DRAWN: STAFF | CHECKED: CB
SCALE: NTS | DATE: 10.24.23
JOB #: 23-1840
ISSUED FOR: PLR
REVISIONS:
1 FC 12-08-23
2 Oaks 02-19-24
3
4
5
6

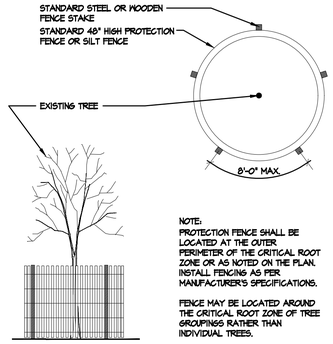
SHEET NAME:
PLANTING DETAILS

SHEET #:
L2
SHEET 4 OF 4

© COPYRIGHT 2024, PLANNING SOLUTIONS, INC. NO PART OF THIS DRAWING MAY BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF PLANNING SOLUTIONS, INC.

DISCLAIMER AND LIMITATIONS: ANY WORK CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO PLANS AND DOCUMENTS ARE INSTRUMENTS OF SERVICE INTENDED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. ALL WORK SHALL BE CONSIDERED CONCEPTUAL AND SUBJECT TO CHANGE. THESE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED A WORK IN PROGRESS WHERE UNKNOWN FACTORS EXIST AND JURISDICTIONAL REQUIREMENTS HAVE NOT BEEN VERIFIED. DUE TO THE HIGH DEGREE OF UNCERTAINTY ASSOCIATED WITH A CONCEPTUAL DESIGN, THESE INSTRUMENTS OF SERVICE SHALL NOT BE USED AS THE BASIS FOR A FINANCIAL EVALUATION OR CONSTRUCTION COST ESTIMATING. NO ASSURANCES ARE OFFERED OR IMPLIED AS TO THE OVERALL FEASIBILITY OF THE PROJECT. ALL WORK SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY ALL APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES AND SHALL CONTAIN THE PROFESSIONAL SEAL AND SIGNATURE OF ALL REQUIRED DESIGN PROFESSIONALS PRIOR TO ANY USE OF THESE DOCUMENTS. PLANNING SOLUTIONS, INC. AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.





A Tree Protection Fencing Detail
Not To Scale — SECTION / PLAN VIEW

SOIL PROTECTION NOTES

1) Refer to the grading plan prepared by the civil engineer for additional information.

2) No grading operations shall take place within the critical root zones of the off-site trees.

3) Stockpile existing topsoil during grading operations and replace prior to planting. Stockpiled shall be placed in a controlled area not adjacent to public resources or critical areas.

4) The duff layer and native topsoil shall be retained in an undisturbed state to the maximum extent possible.

5) All areas subject to clearing and grading that have not been covered by impervious surfaces, incorporated into a drainage facility or engineered as structural fill or slope shall receive the previously stockpiled topsoil.

6) The stockpiled topsoil shall be placed in the areas defined above to achieve an 8" layer of topsoil. Subsoils below the topsoil layer shall be scarified at least to a 4" depth with some incorporation of the stockpiled topsoil to avoid stratified layers.

7) Prior to placement of the stockpiled topsoil the contractor shall confirm the topsoil has a minimum organic matter content of ten percent dry weight in planting beds and 5 percent dry weight in turf areas. In addition the topsoil shall have a pH from 6.0 to 8.0 or matches the pH of the original undisturbed soil. Test results shall be submitted to the project manager.

8) The quality of compost and other materials used to meet the organic content requirements must have an organic matter content of 35% to 65%, and a carbon to nitrogen ratio below 25:1.
   a. The organic content for "pre-approved" amendment rates can be met only by using using compost that meets the definition of "composted materials" in WAC 173-350-220.
   b. Calculated amendment rates may be met through the use of composted materials as defined above; or other organic materials amended to meet the carbon to nitrogen ratio requirements, and meeting the contaminant standards of Grade A Compost.

SITE STATISTICS

3.24± AC	SITE AREA
176	NUMBER OF JURISDICTIONAL TREES TO BE REMOVED*
183	NUMBER OF JURISDICTIONAL TREES ON SITE*

*REFER TO SHEET T2 FOR TREE MATRIX

SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXISTING TREE
	EXISTING TREE TO BE REMOVED
	CRITICAL ROOT ZONE AREA
	TREE PROTECTION FENCE LOCATION (4' CHAIN LINK, ORANGE PVC FENCE OR SILT FENCE) (ALSO DENOTES AREA WHERE NO IMPACTS TO CRITICAL ROOT ZONE SHALL OCCUR). SEE DETAIL THIS SHEET.

TREE PROTECTION TIME LINE & NARRATIVE

EXISTING ON-SITE AND OFF-SITE TREE LOCATIONS AND SIZES HAVE BEEN OBTAINED VIA SURVEY INFORMATION AND SITE OBSERVATIONS.

164 EXISTING TREES WITHIN THE PROJECT BOUNDARY ARE PROPOSED TO BE REMOVED DUE TO CONFLICTS WITH THE PROPOSED SITE GRADING, ROAD, AND DRIVEWAY IMPROVEMENTS.

TREE PROTECTION FENCING SHALL BE PLACED AS SHOWN TO PROTECT THE EXISTING TREES NOTED FOR RETENTION.

TREE PROTECTION / EROSION CONTROL FENCING SHALL BE ESTABLISHED PRIOR TO EXCAVATION. IT IS RECOMMENDED TO BE INSTALLED AT THE SAME TIME EROSION CONTROL MEASURES ARE INSTALLED. WHERE TREE FENCE AND EROSION CONTROL FENCE ARE LOCATED AT THE SAME LOCATION, EROSION FENCE THEN SERVES AS TREE PROTECTION FENCE. SEE DETAIL THIS SHEET.

TREE PROTECTION NOTES

1) No person may conduct any of the following activities within the drip line of the trees designated to remain including, but not limited to: parking equipment, fueling, servicing equipment, placing solvents, storing building material and soil deposits, dumping concrete washout and locating burn holes.

2) During construction, no person shall attach any object to the trees designated for protection.

3) The contractor shall follow the grading plan provided by the project civil engineer. Grading activities shall be conducted in a manner to minimize the impacts to the trees marked for preservation.

4) The excavator shall keep a sharp pair of loppers and a sharp 12" pruning saw accessible on-site during grading operations. Any roots larger than ½" shall be pruned to the face of the cut (using a sharp pair of loppers or a sharp 12" pruning saw) and shall not be torn from the ground by mechanical excavation.

5) Special care shall be exercised in working within 20 feet of the trees to be retained. This includes hand excavating the roots at the edge of the excavation and cutting roots with a lopper or pruning saw. Pruning the roots at the edge of excavation will minimize breakage of healthy roots beyond the edge of the proposed excavation.

6) Except for the proposed improvements shown within the drip lines of the trees noted to be retained the grade shall not be elevated or reduced from existing grade.

7) If the grade adjacent to a preserved tree is raised such that it could slough or erode into the tree's drip line, it shall be permanently stabilized.

8) The trees noted to retained shall be protected from erosion and sedimentation. Clearing operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. Refer to the project's erosion control plan for more information.

9) The project shall not install an impervious surface other than those specifically shown on the plans within the drip line of the trees to be retained.

10) Utility trenches shall be located outside of the drip line of the trees to be retained.

11) Ongoing Tree Maintenance shall be the responsibility of the land owner. Trees shall be maintained in accordance with ANSI American National Standards Institute's as well as other applicable Federal, State and Local standards pertaining to Tree Care Operations.

- ANSI Z133 Arboricultural Operations: Safety Requirements
- ANSI A300 Part 1 Pruning

Planning Solutions, Inc.
Creating Solutions to Complex Issues
4400 NE 77th Avenue
Suite 275
VANCOUVER, WA 98662
VOICE: 360-750-9000 FAX: 360-713-6102
www.planningsolutionsinc.com

STATE OF WASHINGTON · CHRISTOPHER A. BARKEN · LICENSED LANDSCAPE ARCHITECT · EXP: 08/25/2024

PRELIMINARY NOT FOR CONSTRUCTION SUBJECT TO APPROVAL

19th STREET TERRACE

11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

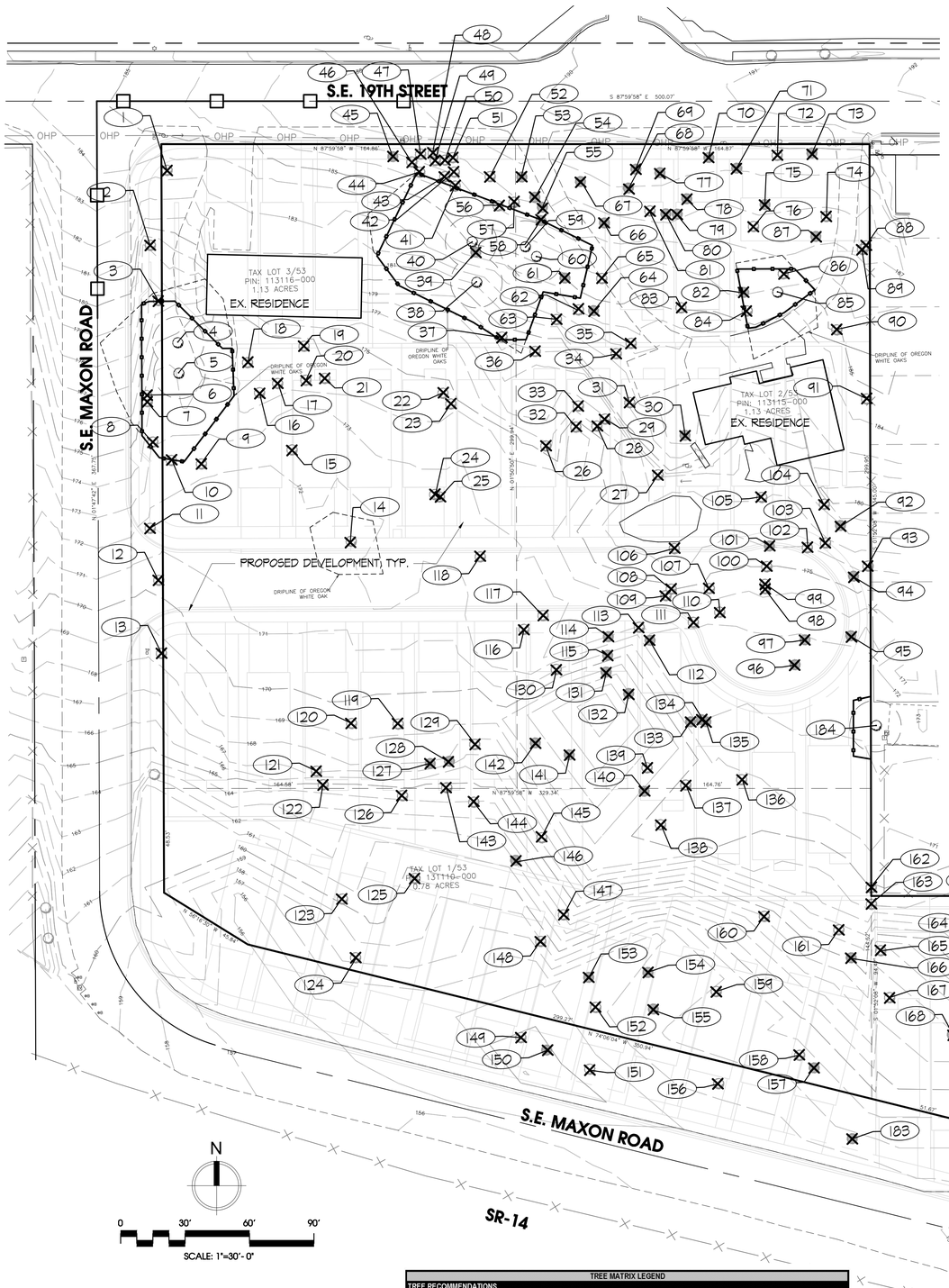
DRAWN: CB	CHECKED: CB
SCALE: 1" = 30'-0"	DATE: 10.29.23
JOB #: 23-1840	
ISSUED FOR: PLR	
REVISIONS:	
1 FC 12-08-23	
2 Oaks 02-19-24	
3	
4	
5	
6	

SHEET NAME:
EXISTING TREE & SOIL PROTECTION PLAN (LEVEL V)

SHEET #: T1
SHEET 1 OF 4

© COPYRIGHT 2024, PLANNING SOLUTIONS, INC. NO PART OF THIS DRAWING MAY BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF PLANNING SOLUTIONS, INC.

DISCLAIMER AND LIMITATIONS: ANY WORK CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO PLANS AND DOCUMENTS ARE INSTRUMENTS OF SERVICE INTENDED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. ALL WORK SHALL BE CONSIDERED CONCEPTUAL AND SUBJECT TO CHANGE. THESE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED A WORK IN PROGRESS WHERE UNKNOWN FACTORS EXIST AND JURISDICTIONAL REQUIREMENTS HAVE NOT BEEN VERIFIED. DUE TO THE HIGH DEGREE OF UNCERTAINTY ASSOCIATED WITH A CONCEPTUAL DESIGN, THESE INSTRUMENTS OF SERVICE SHALL NOT BE USED AS THE BASIS FOR A FINANCIAL EVALUATION OR CONSTRUCTION COST ESTIMATING. NO ASSURANCES ARE OFFERED OR IMPLIED AS TO THE OVERALL FEASIBILITY OF THE PROJECT. ALL WORK SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY ALL APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES AND SHALL CONTAIN THE PROFESSIONAL SEAL AND SIGNATURE OF ALL REQUIRED DESIGN PROFESSIONALS PRIOR TO ANY USE OF THESE DOCUMENTS. PLANNING SOLUTIONS, INC. AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.



EXISTING TREE MATRIX									
#	TYPE	COMMENTS			SIZE	RECOMMENDATIONS			UNITS
1	Oregon Ash	CGD			22"	X			
2	Cherry	CGD	CRC		12"	X			
3	Maple	CRC			12"	X			
4	Oregon White Oak				32"	R			11
5	Oregon White Oak				34"	R			12
6	Cherry	CGD	CRC		8"	X			
7	Cherry	CGD	CRC		8"	X			
8	Cherry	CGD	CRC		12"	X			
9	Cherry	CGD			18"	X			
10	Cherry	CGD			12"	X			
11	Cherry	CRC			6"	X			
12	Hawthorn	CGD	CRC		8"	X			
13	Purple Leaf Plam	CGD	CRC		6 X 6"	X			
14	Oregon White Oak	CGD	CRC		20"	X			
15	Ash	CGD	CBE		8"	X			
16	Ash	CGD	CBE		18"	X			
17	Ash	CGD	CBE		18"	X			
18	Ash	CGD			30"	X			
19	Ash	CGD			30"	X			
20	Ash	CGD	CBE		12"	X			
21	Unknown - Dead	CGD	CBE		12"	X			
22	Cherry	CGD	CBE		12"	X			
23	Cherry	CGD	CBE		12"	X			
24	Oregon Ash	CGD	CDR		12 X 2"	X			
25	Oregon Ash	CGD	CDR		22"	X			
26	Cherry	CGD	CBE		2 X 12"	X			
27	Red Bud	CGD	CBE		12"	X			
28	Unknown - Dead	CGD	CBE		12"	X			
29	Tupelo	CGD	CBE		18"	X			
30	Juniper	CGD	CBE		12"	X			
31	Maple	CGD	CBE		24"	X			
32	CA Bay	CGD	CBE		2 X 16"	X			
33	Tupelo	CGD	CBE		12"	X			
34	Maple	CGD			12"	X			
35	Birch	CGD			18"	X			
36	Unknown - Dead	CGD			14"	X			
37	Cherry	UDS			20"	X			
38	Oregon White Oak				10"	R			1.5
39	Pine	UDS			12"	X			
40	Oregon White Oak				42"	R			16
41	Oregon Ash	UDS			12"	X			
42	Oregon Ash	UDS			12"	X			
43	Oregon Ash	UDS			12"	X			
44	Oregon Ash	UDS			12"	X			
45	Douglas Fir	CGD	CRC		30"	X			
46	Oregon Ash	CGD	CRC		12"	X			
47	Oregon Ash	CGD	CRC		12"	X			
48	Oregon Ash	CGD	CRC		12"	X			
49	Oregon Ash	CGD	CRC		12"	X			
50	Oregon Ash	CGD	CRC		12"	X			
51	Oregon Ash	CGD	CRC		12"	X			
52	Oregon Ash	UDS			14"	X			
53	Pine	UDS			8"	X			
54	Pine	UDS			10"	X			
55	Pine	UDS			10"	X			
56	Oregon Ash	UDS			12"	X			
57	Oregon Ash	UDS			14"	X			
58	Pine	UDS			8"	X			
59	Oregon White Oak				14"	R			2
60	Oregon White Oak				50"	R			20
61	Spruce	UDS			8"	X			
62	Birch	CGD	UDS		12"	X			
63	Birch	CGD	UDS		8"	X			
64	Spruce	CGD	CBE		18"	X			
65	Birch	CGD	CBE		12"	X			
66	Douglas Fir	CGD			6"	X			
67	Douglas Fir	CGD			8"	X			
68	Deodora Cedar	CGD			24"	X			
69	Pine	CGD			2 X 12"	X			
70	Douglas Fir	CRC			14"	X			
71	Douglas Fir	CRC			24"	X			
72	Oak	CRC			2 X 8"	X			
73	Douglas Fir	CRC			8"	X			
74	Oregon Ash	CGD	CBE		22"	X			
75	Douglas Fir	CGD	CBE		8"	X			
76	Chestnut	CGD	CBE		20"	X			

EXISTING TREE MATRIX									
#	TYPE	COMMENTS			SIZE	RECOMMENDATIONS			UNITS
77	Unknown - Dead	CGD	CDR		14"	X			
78	Douglas Fir	CGD			18"	X			
79	Pine	CGD	CBE		16"	X			
80	Unknown - Dead	CGD	CBE		16"	X			
81	Maple	CGD	CBE		8"	X			
82	Cedar	CGD			8"	X			
83	Oregon Ash	CGD	CBE		20"	X			
84	Oregon Ash	CGD	CBE		14"	X			
85	Oregon White Oak	CGD	CBE		34"	R			12
86	Birch	CGD	CBE		8"	X			
87	Fir	CGD	CBE		12"	X			
88	Oregon Ash	CGD			12"	X			
89	Oregon Ash	CGD			14"	X			
90	Oregon Ash	CGD			40"	X			
91	Oregon Ash	CGD			24"	X			
92	Douglas Fir	CGD	CDR		24"	X			
93	Maple	CGD			22"	X			
94	Ceder	CRC			30"	X			
95	Douglas Fir	CRC			26"	X			
96	Pine	CRC			14"	X			
97	Pine	CRC			12"	X			
98	Maple	CRC			12"	X			
99	Maple	CRC			24"	X			
100	Maple	CRC			20"	X			
101	Douglas Fir	CRC			8"	X			
102	Birch	CRC			2 X 14"	X			
103	Birch	CRC			14"	X			
104	Cherry	CGD	CDR		20"	X			
105	Maple	CGD	CDR		8"	X			
106	Birch	CRC			14"	X			
107	Tupelo	CRC			14"	X			
108	Birch	CRC			12"	X			
109	Birch	CRC			12"	X			
110	Birch	CRC			22"	X			
111	Oak	CRC			10"	X			
112	Sequoia	CGD	CDR		20"	X			
113	Ginkgo	CGD	CRC		10"	X			
114	Sequoia	CGD	CDR		32"	X			
115	Sequoia	CGD	CDR		40"	X			
116	Walnut	CGD	CRC		2 X 20"	X			
117	Unknown - Dead	CRC			4 X 12"	X			
118	Maple	CRC			24"	X			
119	Maple	CGD	CBE		8"	X			
120	Maple	CGD	CBE		10"	X			
121	Maple	CGD	CBE		32"	X			
122	Maple	CGD	CBE		30"	X			
123	Magnolia	CGD			2 X 10"	X			
124	Princess Tree	CGD	CBE		30"	X			
125	Maple	CGD			2 X 20"	X			
126	Maple	CGD	CBE		30"	X			
127	Douglas Fir	CGD	CBE		26"	X			
128	Douglas Fir	CGD	CBE		22"	X			
129	Tupelo	CGD	CBE		12"	X			
130	Birch	CGD	CDR		2 X 12"	X			
131	Sequoia	CGD	CDR		52"	X			
132	Douglas Fir	CGD	CBD		12"	X			
133	Pine	CGD			22"	X			
134	Pine	CGD	CDR		10"	X			
135	Pine	CGD	CDR		14"	X			
136	Dogwood	CGD	CBE		10"	X			
137	Birch	CGD	CBE		10"	X			
138	Maple	CGD	CBE		24"	X			
139	Maple	CGD	CBE		3 X 20"	X			
140	Cedar	CGD	CBE		14"	X			
141	Douglas Fir	CGD	CBE		18"	X			
142	Douglas Fir	CGD	CBE		20"	X			
143	Maple	CGD	CBE		12"	X			
144	Maple	CGD			18"	X			
145	Maple	CGD			2 X 10"	X			
146	Douglas Fir	CGD			16"	X			
147	Maple	CGD	CBE		5 X 12"	X			
148	Maple	CGD	CBE		12"	X			
149	Maple	CGD	CDR		2 X 8"	X			
150	Douglas Fir	CGD	CDR		2 X 26"	X			
151	Maple	CGD			14"	X			
152	Maple	CGD	CBE		12"	X			
153	Douglas Fir	CGD	CBE		22"	X			
154	Douglas Fir	CGD	CBE		18"	X			
155	Douglas Fir	CGD	CBE		22"	X			
156	Maple	CGD	CDR		3 X 10"	X			
157	Spruce	CGD	CBE		18"	X			
158	Linden	CGD	CBE		9"	X			
159	Maple	CGD	CBE		36"	X			
160	Maple	CGD			20"	X			
161	Rhododendron	CGD			14"	X			
162	Maple	CGD			2 X 18"	X			
163	Maple	CGD			16"	X			
164	Cedar	CGD			14"	X			
165	Maple	CGD			14"	X			
166	Hinoki	CGD			6"	X			
167	Maple	CGD	CBE		14"	X			
168	Pine	CGD	CBE		14"	X			
169	Douglas Fir	CGD	CBE		12"	X			
170	Tulip Tree	CGD			20"	X			
171	Oregon Ash	CGD			12"	X			
172	Maple	CGD			20"	X			
173	Cedar	CGD	CBE		22"	X			
174	Maple	CGD			12"	X			
175	Maple	CGD			18"	X			
176	Maple	CGD			18"	X			
177	Oregon Asch	CGD	CBE		12"	X			
178	Douglas Fir	CGD			18"	X			
179	Maple	CGD			2 X 14"	X			
180	Douglas Fir	CGD			18"	X			
181	Birch	CGD	CBE		8"	X			
182	Liquidamber	CGD	CBE		16"	X			
183	Douglas Fir	CGD			16"	X			
184	Maple	offsite			2 X 30"	R			
							Total Units		74.5

TREE MATRIX LEGEND	
TREE RECOMMENDATIONS	
R	TREE DESIGNATED FOR RETENTION (RETAIN & PROTECT DURING CONSTRUCTION)
X	TREE DESIGNATED FOR REMOVAL
TREE CONFLICTS WITH CONSTRUCTION	
CRC	CONFLICT WITH ROAD CONSTRUCTION
CGD	CONFLICT WITH SITE GRADING / DRAINAGE
CSW	CONFLICT WITH STORMWATER FACILITY
CBE	CONFLICT WITH BUILDING ENVELOPE
CUT	CONFLICT WITH UTILITY TRENCH
CDR	CONFLICT WITH DRIVE AND PATIO LOCATION
UDS	UNDESIRABLE OR INVASIVE TREE SPECIES

© COPYRIGHT 2024, PLANNING SOLUTIONS, INC. NO PART OF THIS DRAWING MAY BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF PLANNING SOLUTIONS, INC.

Planning Solutions, Inc.
Creating Solutions to Complex Issues
4400 NE 77th Avenue
Suite 275
VANCOUVER, WA 98662
VOICE: 360-750-9000 FAX: 360-713-6102
www.planningsolutionsinc.com

PRELIMINARY
NOT FOR CONSTRUCTION
SUBJECT TO APPROVAL

STATE OF WASHINGTON
CHRISTOPHER A. BARKEN
LICENSED LANDSCAPE ARCHITECT
EXP. 01-25-2025

19th STREET TERRACE

11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

DRAWN: CB	CHECKED: CB
SCALE: 1" = 30'-0"	DATE: 10.29.23
JOB #: 23-1840	
ISSUED FOR: PLR	
REVISIONS:	
1 FC 12-08-23	
2 Oaks 02-19-24	
3	
4	
5	
6	

SHEET NAME:
EXISTING TREE & SOIL PROTECTION PLAN (LEVEL V)

SHEET #:
T2
SHEET 2 OF 4

DISCLAIMER AND LIMITATIONS: ANY WORK CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO PLANS AND DOCUMENTS ARE INSTRUMENTS OF SERVICE INTENDED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. ALL WORK SHALL BE CONSIDERED CONCEPTUAL AND SUBJECT TO CHANGE. THESE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED A WORK IN PROGRESS WHERE UNKNOWN FACTORS EXIST AND JURISDICTIONAL REQUIREMENTS HAVE NOT BEEN VERIFIED. DUE TO THE HIGH DEGREE OF UNCERTAINTY ASSOCIATED WITH A CONCEPTUAL DESIGN, THESE INSTRUMENTS OF SERVICE SHALL NOT BE USED AS THE BASIS FOR A FINANCIAL EVALUATION OR CONSTRUCTION COST ESTIMATING. NO ASSURANCES ARE OFFERED OR IMPLIED AS TO THE OVERALL FEASIBILITY OF THE PROJECT. ALL WORK SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY ALL APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES AND SHALL CONTAIN THE PROFESSIONAL SEAL AND SIGNATURE OF ALL REQUIRED DESIGN PROFESSIONALS PRIOR TO ANY USE OF THESE DOCUMENTS. PLANNING SOLUTIONS, INC. AND ITS CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.

EXHIBIT D

Evergreen Public Schools

Transportation Department

13909 NE 28th St. P.O. Box 8910 Vancouver, WA 98668-8910
(360) 604-4950 Fax: (360) 604-4962

August 25, 2023

Lisa Harker
PLS Engineering
604 W Evergreen Blvd
Vancouver, WA 98660

RE: 19th Street Terrace

Dear Lisa,

After reviewing the information you sent regarding the 19th Street Terrace Subdivision development at 11101 and 11117 SE 19th St, it is determined the Evergreen School District does provide school bus services to that area for High School, Middle School and Elementary School.

The proposed development falls within Mt. View High School, Wy'East Middle School and Ellsworth Elementary School boundaries.

The current nearby bus stops serving all three schools is: SE 113th Ave and SE 19th St.

As construction takes place, families move in and students register for school, the routes will be reviewed and modified within our regulations as necessary.

If you have any questions you can reach me at 360-604-4950 ext 1208.

Sincerely,

Doreen Lane

Doreen Lane
Transportation Supervisor
Doreen.lane@evergreenps.org

EXHIBIT E

CITY OF Vancouver WASHINGTON

SUBMIT TO:
City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST WAC 197-11-960

Property Owner: Michael Buckmeir/ Robert & Barbara MacArthur (Print or Type Name) Telephone:

Mailing Address: 232 Farm Supply Rd. Lacey Springs, AL 35754 / 1117 SE 19th St., Vancouver, WA 98664 (No., City, State, ZIP)

Applicant: Ginn Group, LLC – contact Chad Stewart (Print or Type Name) Telephone: 360-608-6026

Mailing Address: 502 NE 72nd St. Vancouver, WA 98665 (No., City, State, ZIP)

Relationship to Owner: buyer

Tax Assessor Serial Number(s): 113115000, 113116000, 113110000, 113125000

Legal description: Lot(s) #Columbia HD Lots # 1-Lot 53, 2-Lot 53 and 54, 3 – Lot 53 Block(s) Plat name

(If a Metes and Bounds description, check here ☐, and attach narrative to this application.)

Site Address (if any): 11101 SE 19th Street, Vancouver, WA

② Include 8½" x 11" copies of ☐Quarter Section Map, ☐Topographic Map, ☐ Scaled Site Plan. Delineate site on maps.

Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.

Purpose of checklist:
Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [help]
This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.
The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:
Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [help]
For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected

geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [help]

1. Name of proposed project, if applicable: [help]

   19th Street Terrace

2. Name of applicant: [help]

   Ginn Group, LLC

3. Address and phone number of applicant and contact person: [help]

   Chad Stewart – (360) 608-6026
   502 NE 72nd Street
   Vancouver, WA 98665

4. Date checklist prepared: [help]

   October 25, 2023

5. Agency requesting checklist: [help]

   City of Vancouver

6. Proposed timing or schedule (including phasing, if applicable): [help]

   Development is expected to start at the time of the final construction drawing approval. No phasing is proposed.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [help]

   Not at this time.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [help]

   SEPA Checklist, Geotechnical Report, Archaeological Predetermination, Critical Areas Report and Mitigation Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [help]

   There are no other applications that are pending for governmental approvals directly affecting the property.

10. List any government approvals or permits that will be needed for your proposal, if known. [help]

- Preliminary Type IV Rezone & Subdivision Review
- Public notification and staff report publications
- Land Use Hearing Examiner Decision
- City Council Approval
- Final engineering plan review and approval
- Final Plat Approval
- SEPA
- NPDES

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [help]

The project site is zoned R-9 (Residential) with a comprehensive plan designation of UL (Urban Low). The applicant proposes a rezone to R-17, also an Urban Low designation. The site covers 3.5 acres. 47 single-family lots are proposed utilizing zero lot line development standards.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [help]

The site address is 11101 and 11117 SE 19th Street, Vancouver, WA and is located in the Northwest ¼ of Section 03 and Northeast ¼ of Section 04, Township 1 North, Range 2 East, and the Southwest ¼ of Section 34 and the Southeast ¼ of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian. The site is identified as tax serial numbers 113115000, 113116000, 113110000 and 113125000.

B. ENVIRONMENTAL ELEMENTS [help]

1. Earth

a. General description of the site [help]
(circle one): Flat, ***rolling,*** hilly, steep slopes, mountainous,
other _____

b. What is the steepest slope on the site (approximate percent slope)? [help]

Approximately 10-15%.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [help]

Per Clark County GIS data the site contains the following soils:

LgB – Lauren Gravelly loam, 0-8% slopes
HsB – Hillsboro boulder silt loam – 3-8% slopes
Rk – Rock land

It is unknown whether the soils have any agricultural significance.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [help]

No, there are no surface indications or history of unstable soils.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [help]

There will be grading for the construction of roads, driveways, the installation of utilities, and the preparation of the site for single family residential housing. Surplus material may be required to be hauled from the site to an approved dump site or offsite fill may be required. Approximately 6880 cubic yards of cut and 9850 cubic yards of fill are expected, however these numbers are an estimate and may change during final engineering design and review.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [help]

Standard erosion control measures will be followed during grading construction on the site. A final erosion control plan will be reviewed and approved by City of Vancouver prior to construction on the site. A copy of that final erosion control plan will be filed with the final construction plans with City of Vancouver Public Works.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [help]

The site will be approximately 60% impervious surfaces post-development.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [help]

Proposed measures to reduce and control erosion include providing an erosion control plan for review and approval prior to starting construction on the site and following the conditions of the approved drainage and erosion control plan during all phases of construction.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [help]

Construction equipment emissions and dust on the short term. Long-term emissions will be produced by automobile traffic and normal residential activities, possibly including wood burning stoves and fireplaces.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [help]

There are no known off-site sources of emissions or odor that would affect the proposal.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [help]

Dust from construction can be mitigated by sprinkling the site with water during construction as needed.

3. Water

a. Surface Water: [help]

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [help]

There are no surface water bodies on the site or in the immediate vicinity per the Critical Areas Report for the site.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [help]

No, there are no water bodies within 200' of the site.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [help]

Not applicable.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [help]

There will be no surface water withdrawals or diversions.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [help]

No, the site does not lie within a 100-year floodplain.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [help]

No, there are no proposals to discharge of waste material to surface waters.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [help]

No ground water will be withdrawn from the site. Stormwater runoff from the site will be collected, treated, and routed to infiltration trenches on site.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [help]

No waste material is proposed to be discharged into the ground.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [help]

The main source of runoff is from stormwater. There will runoff from impervious roof area, driveways, roadways, and landscaped areas. Stormwater runoff from the site will be collected, treated, and routed to onsite infiltration trenches.

2) Could waste materials enter ground or surface waters? If so, generally describe. [help]

Yes, if waste materials were somehow released or dumped into surface runoff flows, substances associated with the source material could enter ground or other surface waters.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

All stormwater runoff is proposed to be routed to a onsite infiltration trenches.

4. Plants [help]

a. Check the types of vegetation found on the site: [help]
__X__deciduous tree: alder, ***maple***, aspen, other : ***cherry, birch, Oregon white oak, hazelnut, hawthorn, ash***
__X__evergreen tree: fir, ***cedar***, pine, other
__X__shrubs
__X__grass
____pasture
____crop or grain
____Orchards, vineyards or other permanent crops.
____wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
__X__other types of vegetation: ***Himalyan blackberry, swordfern, false lily of the valley, geranium***

b. What kind and amount of vegetation will be removed or altered? [help]

The majority of the site vegetation will be stripped for site preparation.

c. List threatened and endangered species known to be on or near the site. [help]

Oregon white oak.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [help]

Two tracts will retain the majority of the Oregon white oaks onsite. The single-family homes will be landscaped with grass lawns or other appealing landscaping.

e. List all noxious weeds and invasive species known to be on or near the site.

Himalyan blackberry

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [help]

birds: hawk, heron, eagle, **songbirds**, other:

Local birds are observed on the site and in the area.

mammals: deer, bear, elk, beaver, **other**:

Small mammals, such as mice, voles, and rabbits are located on and near the site. This site is also in an area where larger mammals, such as raccoons, opossum, and mammals indigenous to the Clark County area are sometimes located.

fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened and endangered species known to be on or near the site. [help]

There are no known threatened or endangered species on or near the site.

c. Is the site part of a migration route? If so, explain. [help]

This site is part of the Pacific Flyway for migratory waterfowl.

d. Proposed measures to preserve or enhance wildlife, if any: [help]

The future homes will be landscaped with grass lawns or other appealing landscape. Two tracts will retain the majority of the Oregon white oaks onsite.

e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [help]

The new homes on the site will be served primarily by electricity and natural gas. Wood stoves might be used for heating. Other forms of energy will depend on homeowners.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [help]

No, the developed site will not affect the potential use of solar energy by adjacent properties.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [help]

The new homes will comply with the state building codes which includes conservation measures.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [help]

There are no known environmental health hazards that could occur as a result of this proposal.

1) Describe any known or possible contamination at the site from present or past uses.

There are no known possible contaminants at the site from present or past uses. Utilizing the Department of Ecology's (DOE), "What's in My Neighborhood" online mapping tool, there is one clean-up site within 0.25 miles of the site. The *Grozav Property* site is awaiting cleanup.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

There are no known toxic or hazardous chemicals that will be stored, used, or produced during project development or construction.

4) Describe special emergency services that might be required.

There are no special emergency services that might be required, outside of those normally expected for a typical residential development, in association with the proposal.

5) Proposed measures to reduce or control environmental health hazards, if any:

There are no proposed measures to reduce or control environmental health hazards.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [help]

Light traffic noise from surrounding areas/roads along with typical residential noises. None of these will affect the proposal.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [help]

Short term noises would include construction noises which would occur during approved hours as mandated by The City of Vancouver and Washington State. Long term noises could include slight increase in traffic noise and normal household noises.

3) Proposed measures to reduce or control noise impacts, if any: [help]

Construction activities will only be performed during City of Vancouver approved construction hours.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [help]

The site is currently occupied by 2 single-family homes. Surrounding parcels to the east, north and south are developed with single family homes. To the south is State Route 14. This development will not affect those current land uses.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [help]

The applicant is not aware of the site ever having been used as working farmlands or working forest lands.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not to the applicant's knowledge.

c. Describe any structures on the site. [help]

There are 2 existing homes on site.

d. Will any structures be demolished? If so, what? [help]

Both structures will be demolished.

e. What is the current zoning classification of the site? [help]

The site is zoned R-9, Low Density Residential.

f. What is the current comprehensive plan designation of the site? [help]

UL-Urban Low Density Residential

g. If applicable, what is the current shoreline master program designation of the site? [help]

There is no shoreline designation for the site.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [help]

The site contains Oregon white oak habitat.

i. Approximately how many people would reside or work in the completed project? [help]

It is currently planned that this development will contain 47 residential lots. At 2.8 people per household there would be approximately 132 people residing within this development at completion.

j. Approximately how many people would the completed project displace? [help]

Up to 6 people may be displaced by this project.

k. Proposed measures to avoid or reduce displacement impacts, if any: [help]

The buildout of this project will provide new housing options.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [help]

By complying with the zoning designation, the comprehensive plan, and the City of Vancouver Municipal Code, the proposal will be compatible with the existing and projected land uses.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable, there are no nearby agricultural or forest lands.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [help]

47 residential lots/homes are proposed. It is unknown at this time whether future housing will be high, middle or low-income housing.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [help]

2 units will be eliminated.

c. Proposed measures to reduce or control housing impacts, if any: [help]

47 new housing units will be constructed on the site. Impact fees will be paid at the time of building permit for each new home.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [help]

All new home construction will meet City code for residential housing development and not exceed height limits of 35'. Exterior building materials are unknown at this time.

b. What views in the immediate vicinity would be altered or obstructed? [help]

Views will be altered as the existing site will change as the subdivision develops. No views will be obstructed.

c. Proposed measures to reduce or control aesthetic impacts, if any: [help]

The single-family homes will be landscaped with grass lawns and other appealing landscaping. Two tracts will preserve the majority of the onsite Oregon white oaks.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [help]

When homes are constructed on the proposed lots, there will most likely be light produced from houses, yards, and porch lights during evenings and early mornings.

b. Could light or glare from the finished project be a safety hazard or interfere with views? [help]

No, light or glare from the finished project will not be a safety hazard or interfere with views.

c. What existing off-site sources of light or glare may affect your proposal? [help]

Light and glare from surrounding homes and buildings will not affect the proposed development.

d. Proposed measures to reduce or control light and glare impacts, if any: [help]

Any lights used on the site will be oriented inward and will be shielded to reduce the light that may affect adjacent properties. Proposed lighting will comply with City of Vancouver code.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? [help]

Ellsworth Springs Park is located north of the site approximately 0.2 miles.

b. Would the proposed project displace any existing recreational uses? If so, describe. [help]

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [help]

The applicant proposes to pay all park impact fees associated with building permits.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [help]

No. There are no known places or objects on or near the site which are listed or proposed for national, state, or local preservation registers.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [help]

Archaeological Services of Clark County conducted an archaeological predetermination for this site and found no artifacts. The report concluded that no further work was required. Please see the report prepared by Archaeological Services of Clark County and dated September 15, 2023 included with this application.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [help]

Archaeological Services of Clark County did background review, reviewed existing literature on file with DAHP, conducted a field search and filed a copy of their report with DAHP.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None proposed. If during development of the site any potentially significant artifacts are discovered, all work will cease, and proper notification will be given to City of Vancouver and DAHP.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [help]

SE 19th Street and SE Maxon Road are existing roads that will provide access to the site from the west, north and south. SE 20th Circle is a proposed new cul-de-sac street that will provide additional access to the site.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [help]

The nearest bus stop is approximately 1.4 miles to the north along Mill Plain Blvd.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [help]

2-4 parking spaces per single-family home are proposed within driveways and garages. There is one existing single-family home, therefore up to 4 parking spaces will be eliminated when this home is removed, however the new homes will provide new parking.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [help]

Frontage improvements are proposed on SE 19th Street and SE Maxon Road. A new street, SE 20th Circle, is also proposed. All are public streets.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [help]

No, the project will not use water, rail or air transportation.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [help]

It is anticipated that 450 new average weekday trips would be generated by the project with 33 morning peak hour trips and 45 evening peak hour trips. Trip generation calculations utilized the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition, 2021.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

The proposed development will not interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area.

h. Proposed measures to reduce or control transportation impacts, if any: [help]

The applicant will pay transportation impact fees.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [help]

Yes. The completion of this development and the construction of new residential units will increase the need for public services in the area.

b. Proposed measures to reduce or control direct impacts on public services, if any. [help]

This project will pay impact fees for schools, parks, and traffic at the time of building permit.

16. Utilities

a. Circle utilities currently available at the site: [help]
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [help]

- Electricity: Clark Public Utilities
- Natural Gas: NW Natural
- Water: City of Vancouver
- Sanitary Sewer: City of Vancouver
- Garbage: Waste Connections

DocuSign Envelope ID: 95B24318-2F38-4F0E-8590-7E1A9A72F38F

C. SIGNATURE [HELP]

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: DocuSigned by: Chad Stewart 2FA0CAAFD2C64E9...

Name of signee: Chad Stewart

Position and Agency/Organization: Project Manager Ginn Group, LLC

Date Submitted: 10/31/2023

EXHIBIT F

CLARK COUNTY WASHINGTON
PUBLIC HEALTH
clark.wa.gov
1601 E Fourth Plain Blvd, Bldg 17
PO Box 9825
Vancouver, WA 98666-8825
360.397.8000

September 18, 2023

Ginn Group LLC
502 NE 72nd St
Vancouver, WA 98665

RE: Conditional Development Review Evaluation for "19th Street Terrace" located at 11101 & 11117 SE 19th St, Vancouver, WA 98664 (SR0064003; Tax Parcels 113115000, 113116000, 113110000, & 113125000; PRJ-168925 / PIR - 83596)

**** Final Health Department approval required ****

Clark County Public Health (CCPH) completed the Development Review Evaluation for the site described above. This evaluation is limited to the area of the proposed development.

On-Site Sewage Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

Existing individual on-site sewage systems (OSS) is not listed on the application but there are county records indicating OSS are at the site (OON0049033 & ON0052911). A site visit on 09/07/23 did not verify evidence of an on-site sewage system but ABS pipe was seen approx. 10 feet south of the SE corner of 11101 SE 19th St near a likely septic tank. The OSS will be required to be abandoned. Any other on-site sewage system discovered during development must be properly abandoned with written notice provided to Clark County Public Health.

Please provide written notification describing the actions taken to legally abandon the systems with pumper's receipt attached. Proper system abandonment requires tank pumping by a licensed pumper, removing the tank or breaking in the tank lids, punching a hole in the bottom, and filling the cavities with rock, sand, or compacted soil. Cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must connect to an approved public sewer system. A copy of the final acceptance letter from the sanitary sewer purveyor or the equivalent must be submitted along with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

Existing wells are indicated on the application. There are county records indicating wells are at the site (WP0009727 & WP0009726). A site visit on 09/07/23 did discover evidence of wells. A well was observed under a water valve box immediately in front of 11101 SE 19th St. A well was observed in a concrete container approx. 50' north of the house next to the west driveway to 11117 SE 19th St. Any wells identified during development must be properly decommissioned per WAC 173-160-381 by a Washington licensed well driller with written notice provided to Clark County Public Health and the well locations marked on the final plat.

The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor or the equivalent must be submitted along with the Mylar (final plat).

If you have any questions concerning this letter, please contact Clark County Public Health at (564) 397-7244.

Sincerely,

Jason Abraham Digitally signed by Jason Abraham
Date: 2023.09.18 17:36:03 -07'00'

Jason Abraham
Environmental Health Specialist

CC: Mark Person, Senior Planner City of Vancouver
Community Development Department, City of Vancouver
Travis Johnson, PLS Engineering

EXHIBIT G

State of Washington
DEPARTMENT OF FISH AND WILDLIFE
Southwest Region 5 • 5525 South 11th St Ridgefield, WA 98642
Telephone: (360) 696-6211 • Fax: (360) 906-6776

March 27, 2024

City of Vancouver
Community & Economic Development
415 W. 6th St
Vancouver, WA 98660

Dear Mark Person,

Thank you for the opportunity to comment on the **19th Street Terrace Subdivision and Zone Change**. The Washington Department of Fish and Wildlife (WDFW) offers the following comments for your consideration.

We express our appreciation to the applicant for meeting with WDFW to review the project and discuss WDFW's new Oregon white oak (OWO) guidance document. Elements of this were incorporated into the updated Critical Areas Report (CAR) include retaining Oaks 4-7 and proposing on-site enhancement activities in Tracts A and B, which includes: including invasive species removal, planting native understory, seeding with native grass, and promoting and retaining dead/dying branches and large wood. **With the OWO retention and habitat enhancement, WDFW feels that the applicant has satisfied impact avoidance, minimization, and on-site mitigation. However, the CAR does not calculate impacts and associated mitigation based on best available science.**

The updated Bank Use Plan still calculates impacts based on the old, recommended guidance of 6:1 mitigation ratio. As we discussed during the site visit, WDFW recently published a new guidance document, *Management Recommendations for Washington's Priority Habitats: Best Management Practices for Mitigating Impacts to Oregon White Oak Priority Habitat*, which is considered best available science. Additionally, the document outlines Best Management Practices (BMPs) on how to minimize impacts to OWO during construction and how to calculate baseline ecological function to better inform mitigation requirements. This approach ties development impacts to baseline function to ensure there is no net loss to ecological function. This aligns with Growth Management Act requirements, as reflected in the City of Vancouver's Fish and Wildlife Habitat Conservation Areas ordinance (VMC 20.740.110).

While we acknowledge that this development proposal went through the pre-application process before our new guidance document was published, we want to emphasize that best available science does not support a 6:1 mitigation ratio. WDFW recognizes there will be a transition period with implementing this new guidance and that project proponents must make crucial decisions for their project based on available information. We encourage the city to proactively inform applicants of this new guidance document for transparency during this transition.

Calculating Impacts and Mitigation

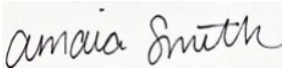
We recognize that avoiding all OWO impacts habitat are sometimes unavoidable given reasonable use of property, prior zoning decisions, and existing rights-of-way and infrastructure. Achieving no net loss of ecological function that mature OWOs provide is difficult due to their life history. Many of the critical ecological functions OWO provide occur in mature trees, which take decades or even centuries to develop. Thus, when mature trees are removed and seedlings are planted as mitigation, it takes decades before they provide ecological function. Due to this, there are two types of impacts when OWOs are removed: a physical loss of function due to the removed trees and a temporal loss of function due to their slow growth. The recommended mitigation activities for the physical and temporal loss of function are by plantings seedlings and enhancing existing oak stands, respectively.

The first step to assessing how a development impacts OWO habitat is assessing the type, quantity, and quality of habitat within the project footprint. The initial site assessment should be done early in the planning process and can be used to assess alternative designs that avoid and minimize oak impacts. Additionally, there are two tools that calculate baseline ecological function for OWO woodland and for individual priority oaks (Appendix 2 and 3). The results inform the amount of enhancement needed to address the temporal loss of function. Additionally, the new guidance document contains planting guidelines to recreate oak habitat to offset the physical loss of habitat.

With this in mind, **WDFW recommends mitigating for both the physical and temporal loss of function for OWO impacts. However, we will defer to the city as the decision maker to determine if the applicant needs to update the CAR and Bank Use Plan to reflect how the physical and temporal loss of function are addressed**. Regardless, WDFW appreciates that the City of Vancouver overall is receptive of this updated guidance and we hope our guidance document will be adopted for future projects.

Thank you again for the opportunity to comment. WDFW appreciates the early engagement for this project and we look forward on continuing to work with the City of Vancouver on implementing our new OWO guidance document.

Sincerely,



Amaia Smith
Assistant Regional Habitat Program Manager
Washington Dept of Fish and Wildlife
5525 S 11th St.
Ridgefield, WA 98642

EXHIBIT H

Person, Mark

From: DAHP SEPA <sepa@dahp.wa.gov>
Sent: Friday, April 5, 2024 9:01 AM
To: Bowen, Clarissa; Person, Mark
Cc: R5 Planning (DFW); Mary Mattix; Matt Graves; Matt Harding; Patty Boyden
Subject: RE: City of Vancouver NOA/DNS for PRJ-168925/LUP-83811 19th Street Terrace Subdivision and Zone Change

Follow Up Flag: Follow up
Flag Status: Completed

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

Good morning, Clarissa, Mark.

As noted in the checklist, this project was the subject of a predetermination report authored by Archaeological Services, LLC, DAHP tracking number 2023-09-05845. The survey found no archaeological resources; however, 2 historic houses (Buckmeir Residence, property ID 731839, and MacArthur Residence, property ID 731848) were located on the parcel. Historic Property Inventories (HPIs) were requested and were submitted to DAHP. Both properties were determined Not Eligible for the National Register of Historic Places. Due to presence of the properties, we recommend that the Inadvertent Discovery Protocol as recommended in the report be adopted.

If you have any questions, please feel free to reach out to me.

David E. Witt, Ph.D. | Assistant State Archaeologist
(360) 972-4616 | david.witt@dahp.wa.gov

Department of Archaeology & Historic Preservation | www.dahp.wa.gov
1110 Capitol Way S, Suite 30 | Olympia WA 98501
PO Box 48343 | Olympia WA 98504-8343

From: Bowen, Clarissa <Clarissa.Bowen@cityofvancouver.us>
Sent: Thursday, March 14, 2024 7:43 AM
To: DAHP SEPA <sepa@dahp.wa.gov>; R5 Planning (DFW) <R5.Planning@dfw.wa.gov>; Mary Mattix <mmattix@portvanusa.com>; Matt Graves <mgraves@portvanusa.com>; Matt Harding <mharding@portvanusa.com>; Patty Boyden <pboyden@portvanusa.com>
Subject: City of Vancouver NOA/DNS for PRJ-168925/LUP-83811 19th Street Terrace Subdivision and Zone Change

External Email

Attached are the NOA/DNS, map and checklist for the above listed project.
Comments are due by 4 p.m., April 15, 2024.

For additional information about this project, contact the project case manager.
Mark Person, AICP, Senior Planner
Land Use Planning
Community Development Department

mark.person@cityofvancouver.us

If someone other than the person to whom this message was sent is a more appropriate recipient, please reply to this message and provide contact information.
Please advise by replying to this message if you wish to be removed from this distribution list.

Clarissa Bowen | Support Specialist
City of Vancouver
Community Development Department
www.cityofvancouver.us

CITY OF Vancouver WASHINGTON

PERMIT CENTER HOURS:

- 9 a.m. – 4 p.m. Monday, Wednesday, Friday
- Virtual Appointments Available Tuesday & Thursday
- Closed 12:30 – 1:30 p.m. daily

ONLINE ANYTIME: TO LEARN MORE ABOUT BUILDING & PERMITTING SERVICES CLICK HERE

EXHIBIT I

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

April 12, 2024

Mark Person, Project Manager
City of Vancouver
Community & Economics Development
PO Box 1995
Vancouver, WA 98668

Dear Mark Person:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the 19th Street Terrace Subdivision and Zone Change Project (PRJ-168925/LUP-83811) as proposed by Ginn Group, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

HAZARDOUS WASTE & TOXICS REDUCTION: Garret Peck (564) 669-0836

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, such as PCB-containing lamp ballasts, fluorescent lamps, and wall thermostats containing mercury, 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," posted at Ecology's website, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition . The applicant may also contact Rob Rieck of Ecology's Hazardous Waste and Toxics Reduction Program at (360) 407-6751 for more information about safely handling dangerous wastes and demolition debris.

SOLID WASTE MANAGEMENT: Derek Rockett (360) 995-3176

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department or Department of Ecology for proper management of these materials.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(JKT:202401131)

cc: Garret Peck, HWTR
Derek Rockett, SWM

EXHIBIT J

Transportation 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 K

City of Vancouver Transportation Services

Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-168925

Project Name:	19TH STREET TERRACE	Date:	4/30/2024 12:00:00 AM
Project Address:	11117 SE 19TH ST	TAZ:	TA114
Project Number:	PRJ-168925	Primary Corridor:	MPLN #6
ENG Number:		Parcel 1 ID:	113115000
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
Single Family Det.Homes	210	0.75	1	10	1	2		2	2	20
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.						**Existing Trips Total**		2	2	20

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
		0	0	0	0	0				0
Single Family Det.Homes	210	0.75	1	10	1	47		35	47	470
							New Project Trips	35	47	470
							Net New Project Trips (new trip - existing trips)	33	45	450

*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation

**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.

***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only

****% 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

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
Single Family Det.Homes	210	470	450.00	329	0		0.15	$125,842.50	$0.00
	Sum	470	450				**TIF Totals:**	$125,842.50	$0.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

City of Vancouver Transportation Services

Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-168925

Project Name:	19TH STREET TERRACE	Date:	4/30/2024 12:00:00 AM
Project Address:	11117 SE 19TH ST	TAZ:	TA114
Project Number:	PRJ-168925	Primary Corridor:	MPLN #6
ENG Number:		Parcel 1 ID:	113115000
TIF District:	Cascade	Parcel 2 ID:	
TIF Overlay District:	Overlay - Mill Plain / I-205	Parcel 3 ID:	

Concurrency Monitoring Fees

Corridor	PM Peak Trips	Cost/Trip	max. $1500
Andresen Rd to I-205	5	$69.00	$345.00
I-205 to SE 136th Ave	8	$69.00	$552.00
SE 136th Ave to SE 164th Ave	3	$69.00	$207.00
SE 164th Ave to SE 192nd Ave	2	$69.00	$138.00
Mill Plain Blvd to SR-500	1	$69.00	$69.00
NE 138th Ave to NE 162nd Ave	2	$69.00	$138.00
Mill Plain Blvd to NE 28th St	4	$69.00	$276.00
NE 28th St to NE 51st St	3	$69.00	$207.00
Mill Plain Blvd to NE 28TH	3	$69.00	$207.00
SR-14 to SE 1st St	1	$69.00	$69.00
		Calculated Total =	$2,208.00

Total Monitoring Fee = $1,500.00

Proportionate Shares

Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
	Leiser/StHelens/McArthur	$2,000.00	1	$2,000.00
	NE 172nd Ave - NE 18th St	$300.00	1	$300.00
	NE 187th Ave - NE 18th St	$1,200.00	1	$1,200.00
	NE 179th Place - NE 18th St	$900.00	1	$900.00
	Roundabout MacArthur & Andresen	$2,285.00	1	$2,285.00
	Roundabout MacArthur & Devine	$2,226.00	1	$2,226.00
		Total Proportionate Share Fees =		$8,911.00

COMMENTS:

A COMP PLAN/ZONE CHANGE FROM R-9 TO R-17 TO ACCOMODATE A 47 LOT SUBDIVISION

District: Cascade	District TIF =	$125,842.50
	Total TIF =	$125,842.50

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

EXHIBIT L

Preliminary 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 M

Geotechnical Report

**Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.

PLS ENGINEERING

Engineering - Surveying - Planning * 604 W Evergreen Blvd, Vancouver, WA 98660 * P 360-944-6519 * F 360-944-6539

11/7/2023

City of Vancouver Development Review Services

4500 SE Columbia Way

Vancouver, WA 98661

RE: Street Cut Road Modification for PRJ-168925/LUP-83811 19th Street Terrace

Dear Staff,

This letter contains a street cut Road Modification request asking the City to allow a street cut into SE 19th Street. The project address is 11101 & 11117 SE 19th Street, Vancouver, WA and encompasses parcels 113115000, 113116000, 113110000 and 113125000. All existing structures on site will be removed. The project proposes to subdivide 3.40 acres of R-9 zoned land into 47 residential lots.

There are existing water and sewer mains in SE 19th Street that the project proposes to tie into.

Vancouver Municipal Code (VMC) 11.80.100(B) and COV standard plan T05-04A state that street cuts are not allowed for five years following new construction / reconstruction / construction of an overlay. SE 19th Street is under a street cut moratorium until July 25th, 2025.

Street Cut Road Modifications shall be considered minor modifications. Vancouver Municipal Code (VMC) 11.80.160(C) provides approval criteria that shall be considered in determining whether to approve a road modification request. Approval criteria 2.e, which states “A change to a specification or standards is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time”, and criteria 2.b, which states “A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship” will be demonstrated.

The project would be unable to tie into the existing utilities present in SE 19th Street without a street cut. Denial of this street cut road modification request would result in an unusual hardship due to this inability to tie into the existing utilities present in SE 19th Street. The project will need access to these existing utility services to proceed.

Based on the above justification, we request that the City approve our request to perform a street cut into SE 19th Street. If you have any questions or need to discuss our request in more detail, feel free to call me at (360)944-6519 or e-mail me at dom@plsengineering.com.

Sincerely,

PLS Engineering

Dom Liserre, P.E.

December 7, 2023

City of Vancouver Development Review Services
4500 SE Columbia Way
Vancouver, WA 98661

RE: 19th Street Terrace, PRJ-168925/LUP-83811
Road Modification Request

Per Vancouver Municipal Code (VMC) 11.80.160 we are requesting a modification to the following roadway standards:

- Standard details T10-15b & T10-16 concerning the roadway requirements curb and sidewalk.

To be considered by the City and be granted modifications to the standards, the applicant must demonstrate at least one of the following conditions is applicable per VMC 11.80.160.C.2:

a. Topography, right of way, existing construction or physical conditions or other geographic conditions make compliance with standards clearly impractical for the circumstances, or

b. A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship, or

c. An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards, or

d. Application of the standards of Title 11 to the development would be grossly disproportional to the impacts created; or

e. A change to a specification or standard is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time.

This modification request will use criteria c.

The applicant is proposing to modify the roadway section of SE 20 Circle and a portion of SE Maxon Rd. Standard plan T10-15b and T10-16 both require a 28’ roadway with a 5’ curb & planter and 5’ detached sidewalk on either side with 1’ of clear space behind the sidewalk. The applicant is proposing to replace the 5’ curb & planter and 5’ detached sidewalk with a rolled curb per standard plan number T01-01A, attached 5’ sidewalk, and 5.5’ clear space behind the sidewalk in both cases. This modification is proposed on the frontages of the narrow lots in the subdivision along SE 20th Circle and SE Maxon Road. Neither the width of the roadway nor the right of way is affected by this modification. The section details and plans showing exact locations where the modified section will be used are shown in the preliminary plans for the subdivision being submitted concurrently.

The proposed modification removes the planter strip and creates a clear zone at the back of sidewalk instead. Due to the narrow lot development, if a planter was provided on the frontage of the narrow lots, most of the area would be taken up by driveways and utilities. To meet the applicable standards, street trees would need to be planted outside of the planter strip behind the detached sidewalk. The lengths of planter strip between driveways would be 7.5' wide, not including the required 3' driveway wing on either side of the driveway. At the back of curb, the planter strip will be as little as 1.5' wide. Where water meters are placed at the back of curb in the planter strip, there would be little room for street trees to also be planted with all the constraints. This scenario is common and results in street frontages like what was constructed in the four seasons development in the City. The image below shows what the resulting planter strip with narrow lot attached housing.

Four Seasons 4-plex on NE 117th Court

As seen in this image above, the proposed planter strip in situations like the proposed development result in no actual "planter strip". Because a planter strip of this style does not provide the intended function, an attached sidewalk with no planter would be functionally superior to the standards. The landscape area located in the planter strip of the detached sidewalk section will instead be moved to the back of an attached sidewalk section, which is where street trees will need to be placed anyway due to the driveway wings and water meters that would be present in the planter strip on the detached sidewalk section.

With the proposed attached sidewalk combined with the narrow lots, it would be practical to allow rolled curb to be used along the roadway. The rolled curb combined with the attached sidewalk will result in a more consistent and appealing street frontage than if an unusable paved "planter strip" was provided. While a standard curb and gutter (per A-1, standard detail T01-01A) would be constructable with attached sidewalk, it would likely not result in a full curb being installed. Most of the frontage would use the "curb and gutter at driveway drop" detail which would result in no curb at all. We believe that the rolled curb would be more practical for the circumstances.

We believe that removing the planter strip and placing the street trees behind the sidewalk will be functionally equivalent to the standards. The sidewalk will meet the 5' standard width and the roadway will meet the 28' standard width requirements per the standard detail.

C. Approval Criteria.

1. In reviewing a modification request, the City shall consider the applicable factors that include, but are not limited to, the following:

a. Public safety, durability, cost of maintenance, function, and appearance;

Public safety, cost of maintenance, and function are not affected by this request. The proposed sidewalk will include a thicker, more durable concrete section, and the appearance of the street is improved with less impervious surfaces.

b. Advancing the goals of the comprehensive plan as a whole;

Approval of this road modification does not conflict with the goals of the comprehensive plan.

c. Any modification shall be the minimum necessary to achieve the stated purpose;

The proposed modifications are the minimum necessary to achieve the project goals.

d. Potential benefits of low impact development or innovative concepts; and

Low impact development or innovative concepts are not applicable to this request.

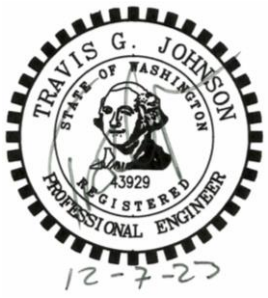
e. Self-imposed hardships shall not be used as a reason to grant a modification request.

The applicant is not requesting approval based on self-imposed hardships.

In closing, we request that staff approve this road modification request based on the reasoning above. If you have any questions or concerns, please contact me at (360) 944-6519 or dom@plsengineering.com.

Sincerely,

Dom Liserre, PE
PLS Engineering



November 30th, 2023

City of Vancouver Development Review Services
4500 SE Columbia Way
Vancouver, WA 98661

RE: 19th St. Terrace, PRJ-168925/LUP-83811
Road Modification Request

Dear Staff,

The following is a road modification request for driveway spacing standards under code section 11.80.110.B-1. VMC 11.80.110(B)(1) requires that driveways providing access to non-arterial streets be placed 5' from the nearest property line and 10' from adjacent driveways. We are requesting to place driveways 1.5' from the nearest property line rather than the required 5' and reduce spacing between driveways from 10' to 7.5'.

Vancouver Municipal Code (VMC) 11.80.160(C) provides approval criteria that shall be considered in determining whether to approve a road modification request. The code requires that one or more of the approval criteria are satisfied. Potential justifications for approval of a road modification include the below list from VMC 11.80.160 C 2.

a. Topography, right of way, existing construction or physical conditions or other geographic conditions make compliance with standards clearly impractical for the circumstances, or

b. A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship, or

c. An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards, or

d. Application of the standards of Title 11 to the development would be grossly disproportional to the impacts created; or

e. A change to a specification or standard is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time.

Criteria c applies to this modification request: ***An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards***

The applicant is proposing a 47-lot single-family detached development utilizing narrow lot and zero lot line standards. The proposed site is unique in its design given that most narrow lot developments provide attached homes with shared driveways. The applicant is proposing detached homes rather than attached homes with this development, and as such driveway spacing and width becomes an issue.

VMC 11.80.110(B)(1) states: "Driveways providing access to non-arterial streets must be spaced a minimum of 5 feet from the nearest property line and 10 feet from the nearest adjacent driveway, excepting when a property fronts on the bulb of a cul-de-sac. Where two driveways are permitted to provide access to a single parcel, a minimum separation of 30 feet is required between the two driveways."

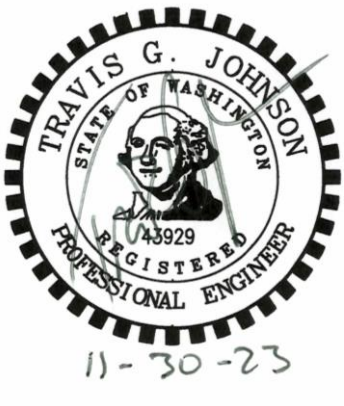
In our situation, the driveway spacing standards do not allow for reasonable placement of driveways and garages, and a modification to the code is required for this unique development. The minimum lot width is 25.5'. Vancouver Municipal Code requires the use of single car garages in Narrow Lot Development. Narrow lot development approval criteria states adequate guest parking be provided, requiring 1 guest parking space per 3 narrow lots. The proposed design provides a single car garage and an 18' driveway to provide two additional parking spaces for each unit. The wide driveways are crucial, as there is little room for street parking with this development, regardless of a 10' driveway or an 18' driveway. The proposed design of an 18' driveway leaves 7.5' between driveways. If driveways were placed 5' from the property line, the applicant would not be able to utilize the zero lot line development standards, unless housing was changed to attached dwelling types with shared driveways. In addition, placing driveways only 1.5' from the nearest property line provides the maximum spacing between driveways. Due to the lot width constraints, providing an 18' driveway, and the zero-lot line development, it is necessary to place the driveway only 1.5' from the nearest property line.

The goal for this development is to provide affordable detached single-family homes for working families with accommodations for more than one driver in a given residence. The proposed plan meets the standards of the narrow lot development code and has considered the site infrastructure placement, landscaping, street trees, streetlights, etc. that will be placed between the driveways. Based on our design, there is room to allow for a single car garage and an 18' driveway for each of the homes. A change to the driveway spacing standards will provide a design that, from a parking perspective, is superior to the standards.

In closing, we request that staff approve this road modification request based on the reasoning above. If you have any questions or concerns, please contact me at (360) 944-6519 or dom@plsengineering.com.

Sincerely,

Dom Liserre
PLS Engineering



April 23, 2024

PLS Engineering
Attn: Travis Johnson, PE
604 W Evergreen Boulevard
Vancouver, WA 98660

PRJ-168925/LUP-83811
Road Modification Request – Driveway Spacing
19th Street Terrace Subdivision

Approved

Dear Mr. Johnson:

This letter is in response to the road modification request dated November 30, 2023. The applicant is requesting relief from VMC 11.80.110.B(1), which states that driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line and 10 feet from the nearest adjacent driveway.

The applicant is requesting to construct the driveway approaches within the 19th Street Terrace Subdivision within the five-foot spacing to the property line and 10 feet between adjacent driveways.

The applicant is proposing the development of a 47-lot detached single-family subdivision utilizing the Narrow Lot Ordinance and zero lot line standards. The project is located at 11101 and 11117 SE 19th Street, tax lots 113115000, 113116000, 113110000 and 113125000. Two of the parcels have an existing single-family home on them that will be demolished. The other two parcels are currently vacant. Access to the lots in the subdivision will be by way of SE 19th Street, SE Maxon Road which are existing streets. A new street, SE 20th Circle will be constructed by the developer within the subdivision.

The lots within this subdivision are approximately 25 feet wide. Because the subdivision is designed with the Narrow Lot Ordinance, the VMC requires the use of single car garages for each single-family detached house. Additionally, the narrow lot standards require the developer to provide adequate guest parking. Therefore, 18-foot-wide driveways are proposed to accommodate two parking spaces to meet the guest parking criteria. Because of the limited frontage and by providing 18-foot-wide driveways, meeting the driveway separation to the property lines and between

driveways is not possible. Driveways will be located 1.5 feet from the property lines and 7.5 feet between driveways. All the streets within this subdivision are non-arterial streets. The proposed driveway locations and width are functionally equivalent to the standard.

City staff has determined that the request to construct the driveways within the 19th Street Terrace Subdivision within the spacing requirements is consistent with the provisions of the City's code and will not create a safety hazard or other adverse condition. **Therefore, the road modification request is approved.**

Per VMC 11.80.160, modifications from the standards may be made in cases where unusual topographic conditions, nature of existing construction, unique or innovative development design or similar factors that would make adherence to the width, design, alignment undesirable or impracticable. A request for variation from the non-arterial spacing standards is categorized as an Administrative Modification, defined as a modification to allow minor modifications that occur routinely and that clearly meet the general approval criteria in Section 11.80.160.C.

Per VMC 11.80.160, if a modification request is approved or denied by a City development approving authority (Public Works), such approval or denial may be appealed pursuant to the provisions of VMC 20.210.130 within fourteen (14) calendar days of the decision by submitting a letter to the approving authority through the Engineering Service Counter located at Vancouver City Hall (415 SE 6th Street, Vancouver, Washington).

If you have any questions or concerns pertaining to this matter, please contact our office at 360-487-7702.

Respectfully,

Eric Hahn, P.E.
Senior Civil Engineer
Public Works Department

Cc: File: PRJ-168925/LUP-83811

April 23, 2024

PLS Engineering
Attn: Travis Johnson, PE
604 W Evergreen Boulevard
Vancouver, WA 98660

PRJ-168925/LUP-83811
Road Modification Request – Modified Street Section
19th Street Terrace Subdivision

Approved

Dear Mr. Johnson:

This letter is in response to the road modification request dated December 7, 2023. The applicant is requesting relief from City Standard Plans T10-15B and T10-16, which requires 50-foot full-width right-of-way and a 28-foot full-width pavement section flanked on both sides by 5-foot detached sidewalk, 5-foot planter strip and 1-foot clear space behind the sidewalks.

The applicant is requesting approval to utilize a modified version of City Standard Plan T10-15B and T10-16 in the design of the proposed streets, within the 19th Street Terrace Subdivision. The modification includes constructing a 5-foot attached sidewalk, 5.5-foot planter strip behind the sidewalk, and rolled curb along both sides of the proposed street, SE 20th Circle, and along the north side of SE Maxon Road. The right-of-way and street width will meet the standards along all the streets within the 19th Street Terrace Subdivision.

The applicant is proposing the development of a 47-lot detached single-family subdivision utilizing the Narrow Lot Ordinance and zero lot line standards. The project is located at 11101 and 11117 SE 19th Street, tax lots 113115000, 113116000, 113110000 and 113125000. Two of the parcels have an existing single-family home on them that will be demolished. The other two parcels are currently vacant. Access to the lots in the subdivision will be by way of SE 19th Street and SE Maxon Road which are existing streets. A new street, SE 20th Circle will be constructed by the developer within the subdivision.

The applicant is constructing SE 20th Circle and improving SE 19th Street and SE Maxon Road within the 19th Street Terrace Subdivision. The applicant is constructing a 28-foot full-width pavement section within 50 feet of right-of-way along all streets within the subdivision which meets the

standard requirement per City Standard Plans T10-15B and T10-16. The applicant proposes to construct rolled curb, a 5-foot wide attached sidewalk and 5.5-foot wide planter strip along both sides of SE 20th Circle and along the north side of SE Maxon Road. SE 19th Street will not be modified from the standard. The north/south section of SE Maxon Road will not be modified except for a small section where attached sidewalk will be constructed to protect the roots of existing white oak trees.

The proposed modification to the standard street section is supported by the following points:

- The narrow lots will have approximately 25-feet of frontage and will have 18-foot-wide driveways. There will be very little space in the planter strip between driveways if a standard detached sidewalk is constructed. This will cause the planter strip to be practically unusable. An attached sidewalk with planter strip behind it provides larger area to install the required street trees, streetlights, and water meters.
- Since the driveways on these narrow lots will consume roughly ¾ of the lot frontage, standard driveway approaches constructed in a standard vertical curb would result in an unsightly street frontage dominated by driveway approaches. By providing a rolled curb and gutter, the driveways are accommodated without using standard driveway drops and the curb is unbroken, creating a consistent street frontage.
- SE 20th Circle and SE Maxon Road will be low-volume cul-de-sac streets. The modifications proposed to the streets will be functionally equivalent to the standard and will easily accommodate the expected traffic.

City staff has determined that the request to utilize a modified version of City Standard Plan T10-15B and T10-16 in the construction of SE 20th Circle and SE Maxon Road, within the 19th Street Terrace Subdivision, is consistent with the provisions of the City's code and will not create a safety hazard or other adverse condition. **Therefore, the road modification request is approved.**

Per VMC 11.80.160, modifications from the standards may be made in cases where unusual topographic conditions, nature of existing construction, unique or innovative development design or similar factors that would make adherence to the width, design, alignment undesirable or impracticable. A request for variation from the street section standards is categorized as a Technical (Minor) Modification, defined as a modification involving aspects of a particular standard that may change its general function, but not its essential function.

Per VMC 11.80.160, if a modification request is approved or denied by a City development approving authority (Public Works), such approval or denial may be appealed pursuant to the provisions of VMC 20.210.130 within fourteen (14) calendar days of the decision by submitting a letter to the approving authority through the Engineering Service Counter located at Vancouver City Hall (415 SE 6th Street, Vancouver, Washington).

If you have any questions or concerns pertaining to this matter, please contact our office at 360-487-7702.

Respectfully,

Eric Hahn, P.E.
Senior Civil Engineer
Public Works Department

Cc: File: PRJ-168925/LUP-83811

EXHIBIT Q

Critical Areas Report

**Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.

EXHIBIT R

Bank Use Plan

**Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.

CITY OF Vancouver WASHINGTON

March 14, 2024

Notice of Application, Remote Public Hearing, and Optional SEPA Determination of Nonsignificance

Project Name: **19th Street Terrace Subdivision and Zone Change PRJ-168925/LUP-83811**

Request: 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17

Application was submitted November 15, 2023, and deemed fully complete Feb. 29, 2024.

Location: 11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.

Contact: PLS Engineering, Travis Johnson, 604 W Evergreen Blvd, Vancouver, WA 98660

Applicant: Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665

Property Owners: Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664

Remote Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner, **Tuesday, June 18, 2024, 6 p.m.**

The City of Vancouver will be holding a virtual hearing on this matter. Interested parties can participate in the virtual hearing by emailing the project manager at mark.person@cityofvancouver.us. **Due to remote work conditions, e-mail is strongly preferred.**

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received electronically before 4 p.m., April 15, 2024, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.

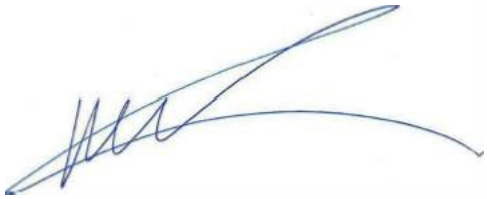
A decision by the hearing examiner may be appealed to City Council by the applicant or any aggrieved person. Such an appeal must be in writing and be filed with Community Development Dept. within 14 calendar days after the hearing examiner's decision. In the absence of such appeal, the examiner's decision shall be final and conclusive.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of staff's decision approving, conditioning, or denying the project.

A copy of the final determination may be obtained upon e-mail request. Please include any one of the project numbers listed.

Case Manager: Mark Person, AICP, Senior Planner
E-mail: mark.person@cityofvancouver.us



March 14, 2024

Name **Date**

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 21, Comcast Cable Television System.

19th Street Terrace

Legend

- Taxlots
- All Roads
  - Interstate or State Route
  - Arterial
  - Collector
  - Private or Other

Notes:

1,000.0 0 500.00 1,000.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - http://gis.clark.wa.gov

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

CITY OF Vancouver WASHINGTON

April 18, 2024

Notice of Final Determination of Nonsignificance (DNS)

Project Name: 19th Street Terrace Subdivision and Zone Change - PRJ-168925/LUP-83811

The city issued a mitigated determination of nonsignificance for this project March 14, 2024; this determination is retained. The city received comments from the Department of Ecology, Washington Department of Fish and Wildlife and neighbors of the site.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17

Location: 11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.

Property Owners: Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664

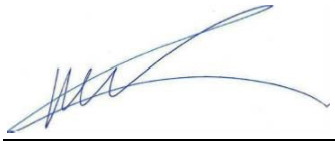
Applicant: Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., May 2, 2024.

Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to eplans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

Responsible Official: Mark Person, AICP, Senior Planner
E-mail: mark.person@cityofvancouver.us



April 18, 2024

Name **Date**

April 16 2024

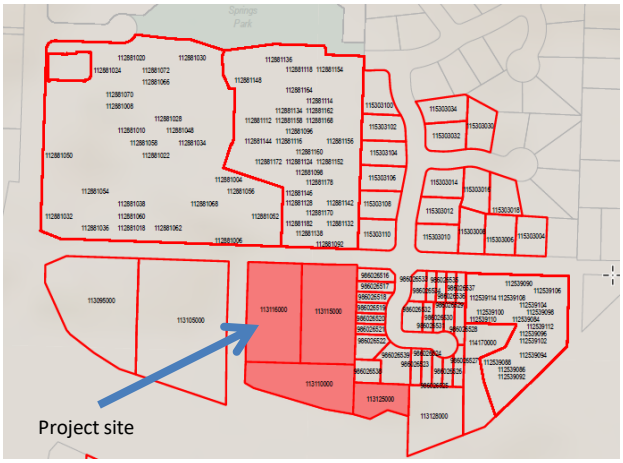
Hello Ellsworth Springs Neighbors –

My wife & I are 33 year residents on 113th Court. I am contacting you in regards to a proposed development on 19th Street.

The Ginn Corporation is proposing **a 47 single family home development on a 3 ½ acre site** on 19th Street & Maxon Road Below is a picture of the proposed development site.

The yellow lines on the map below outline the 4 proposed parcels for this development. The Ginn Corporation owns one lot and the R & B Macarthur family of Vancouver presently own the remaining parcels and are the co-developers for this project.

I have contacted Mark Person, AICP / Senior Planner, City of Vancouver, mark.person@cityofvancouver.us regarding this project. **He advises that on June 18th, in a virtual online meeting format, a land use hearing will be held on this project**. If you contact Mr. Person at this email address you will receive an invitation to this meeting. If you also ask Mr. Person for more information about this development he will send you an online link to The City Of Vancouver Maps on Line site and a related File Manager site for all project information on file with the city.



Public awareness: We are distributing this letter to increase neighborhood awareness about this proposed development

Please refer to the schematic to the left.

The shaded red area in the schematic shows the project site. The areas outlined in red shows the properties that the City plans to send project notices to. I am distributing this letter primarily to property residents outside of the planned notification area.

Our concerns regarding this project are as follows:

1. **Density**. The developer is requesting a change from existing R9 to R17 residential zoning. Present surrounding Zoning is R6 to the north (Ellsworth Springs Park residences) and R9 to the east which was built out about 12 years ago. Therefore this development is a **substantial & unprecented increase in density**.
2. **Traffic**. The submitted engineering plans indicate the development will increase the weekday daily average vehicle trip **to 450 additional trips a day with no additional street modifications**
3. **Streets**. An Engineering report *(refer to excerpt below)* indicates that the proposed density will provide **insufficient street and lot parking** given the density of the project.
4. **Affordability**. Housing availability / affordability in Vancouver is critical in Vancouver. In all the documents documents I reviewed I **found no commitment to housing affordability** for this development

We hope you found this information helpful. John & Denise Burke 1505 SE 113th Ct.
jsbinpnw@comcast.net

Project engineering assessment of proposed lot and street design challenges:

VMC 11.80.110(B)(1) states: "Driveways providing access to non-arterial streets must be spaced a minimum of 5 feet from the nearest property line and 10 feet from the nearest adjacent driveway, excepting when a property fronts on the bulb of a cul-de-sac. Where two driveways are permitted to provide access to a single parcel, a minimum separation of 30 feet is required between the two driveways."

In our situation, the driveway spacing standards do not allow for reasonable placement of driveways and garages, and a modification to the code is required for this unique development. The minimum lot width is 25.5'. Vancouver Municipal Code requires the use of single car garages in Narrow Lot Development. Narrow lot development approval criteria states adequate guest parking be provided, requiring 1 guest parking space per 3 narrow lots. The proposed design provides a single car garage and an 18' driveway to provide two additional parking spaces for each unit. The wide driveways are crucial, as there is little room for street parking with this development, regardless of a 10' driveway or an 18' driveway. The proposed design of an 18' driveway leaves 7.5' between driveways. If driveways were placed 5' from the property line, the applicant would not be able to utilize the zero lot line development standards, unless housing was changed to attached dwelling types with shared driveways. In addition, placing driveways only 1.5' from the nearest property line provides the maximum spacing between driveways. Due to the lot width constraints, providing an 18' driveway, and the zero-lot line development, it is necessary to place the driveway only 1.5' from the nearest property line.

Ellsworth Springs Condominium Association

April 15, 2024

Mark Person
City of Vancouver
Via email: mark.person@cityofvancouver.us

Re: 19th St Terrace Subdivision Zone Change [PRJ-168925/LUP-83811] / Remote Public Hearing notice

Dear Sir:

Who We Are

Ellsworth Springs Condominium Association is an 84-unit single family condominium association comprised of local individuals and families situated geographically to the immediate north of the proposed subdivision zoning change area.

Our Objections and Request for Denial or Continued Assessment

Our review of the zoning change proposal demonstrates that the proposal has not been adequately vetted or studied. As described below, traffic and environmental considerations have not been appropriately accounted for. We object to the zoning change of the proposed 19th St Terrace Subdivision from R-9 to R-17 as follows:

- The proposed lots are to be 1,625 square feet and do not meet the minimum lot size for R-17 which is 2,000 square feet (VMC 20.410.020-E). As a Type II variance, authorization of such variance must not be "materially detrimental to the public welfare or injurious to property in the vicinity..." VMC 20.290.040(B)(4). These changes are materially detrimental and should not be approved.

    - Project studies estimate 450 additional trips per day along 19th St., SE Ellsworth Rd., and SE Nancy Rd. This represents a substantial increase that is likely to result in noticeable congestion and unsafe traffic conditions[1]

    - The proposed plan includes no provision for guest parking, which will force overflow parking onto public roads.

[1] The recent addition of 159 apartment units on SE Ellsworth Rd has already caused a notable increase in traffic along SE Ellsworth Rd. There has been insufficient time for the new development to fully populate so the full effects of additional density on traffic cannot be observed at this time.

- Local traffic infrastructure at the Ellsworth Rd. and 19th St. intersection and that of SR14 and Ellsworth Rd are already substandard due to poor visibility and speeding traffic on the Hwy 14 overpass. In 2005, our Neighborhood Action Plan section III noted that "[t]he intersection of SR14 and Ellsworth Road has been determined by the State to be a failed intersection because of visibility." Continuing to oversaturate these unsafe intersections in the face of known and existing failures under mandatory Manual of Uniform Traffic Control Device and generally accepted AASHTO design represents a substantial source of future state and municipal liability.

- The proposed stormwater plan leaves questions about the eventual fate of groundwater introduced through the stormwater capture trenches. The plan:

    - Entirely failed to characterize the groundwater beneath the site - neither static level nor quality.
    - Does not address possible impact of groundwater movement to nearby water wells.
    - Highlights a layer of low permeability in pit I-1 yet does not address discontinuities within vadose and possible impacts downslope from upper trenches.
    - Does not consider the likelihood of groundwater daylighting off-property along Highway 14.

The proposed zoning change and subsequent development presents substantial traffic, safety, and environmental risk. We respectfully request you take these points into serious consideration and deny the additional density request.

Sincerely,

Brad Peterson
Secretary Ellsworth Springs Condominium Assn.

Concerns Regarding the Zoning Change

for

19th Street Terrace Project

by residents of the
Southeast Ellsworth Neighborhood

Table of Contents

1. Concerns Statement
2. Maps
3. Personal Statement
4. Signatures Objecting to Zoning Change

Submitted: April 11, 2024

by: Linda Ignoffo
1617 SE 114th Court
Vancouver, WA

Email: LLIGNOFFO@Comcast.net

19th Street Terrace

Comments for Hearing

We find no compelling reason to support the change in zoning from R-9 to R-17 for 19th Street Terraces. We have listed reasons to keep it at the current R-9. We have reviewed the documents sent to us via link provided by **Mark Person, AICP, Senior Planner**. We have concerns about proximity of this property to springs and possible toxic wastes released by the prior owner. We are only addressing the issues that affect zoning in these comments. We will address other issues when the zoning is resolved.

The 19th Street Terrace is part of Ellsworth Springs. We are concerned about the portion of Ellsworth Springs from SE Ellsworth Rd. east to I-205 and SE 10th St. south to Hwy 14. This area is about 125 acres. For this narrative, this area will be called **SE Ellsworth Springs**. See **attached map 1**.

A little history

The major development of SE Ellsworth Springs started in 1978 with Norwood Meadows. Over time this area was annexed into the city. Comprehensive plans were developed. We participated in the process for this. Please see **attached map 2** for this area that includes current zoning and when the property was developed. Over **ninety-five percent** of this area has been developed.

Now

There are now six potential properties remaining in the SE Ellsworth Springs to be developed south of SE 19th St. and west of SE 113th Ave. The four properties west of SE 113th Ave. and east of SE Maxon Rd. are now to be combined to form 19th Street Terrace. These properties are zoned R-9, like the properties east of them. The two properties west of them, SE Maxon Rd. to SE Ellsworth Rd., are zoned R-21. One of these properties currently has a single home and barn and the other is vacant.

Many of the points for this development will apply whether the property is Zoned R-9 or R 17, such as improving the road and adding sidewalks, access to transportation and mobility, housing and human needs, safe and prepared community, and climate and natural systems.

Concerns

Vibrant and Distinct Neighborhoods

The rezone is **almost doubling** the density of the current zoning. SE Ellsworth Springs already has diverse housing types now, single family, duplexes, apartments, and condos. SE Ellsworth Springs has been developed in a well, thought-out way. Any developed properties zoned **above R-9** have direct access to major streets, SE 10th St. or SE Ellsworth Rd., not neighborhood streets. Any developed properties zoned **R-9 or below** are shielded from **above R-9** properties with parks, green space, trees and planned buffers. 19th Street Terrace would have homes with driveways directly entering SE19 St., a neighborhood street. There would be no buffering 19th Street Terrace from the properties **zoned R-9 or below**. This would not integrate into the existing neighborhood if zoned R-17. This does not meet Vancouver's Strategic Plan City's goal of Vibrant and Distinct neighborhoods.

Transportation

The transportation report expects the R-17 to generate 450 average weekday site trips**. The current rate is 20 trips increasing to 470, a net of 450.** The report states that the development impacts SE 19 S.t, SE Maxon Rd., and SE Ellsworth Road. Every trip leaving 19th Street Terrace will travel on SE 19th ST., almost 90% of the trips will enter SE19 St. at SE Maxon Rd. The report neglects to look at the flow of traffic east on SE 19th St., which would go north on SE 113th Ave. and SE Nancy Road to exit the neighborhood. The report does say 54 percent of the site trips will travel to/ from SE McGillivray Boulevard, east of Nancy. Just how do you get to McGillivary? Up SE 113th Ave. and SE Nancy Rd. Based on current trips, 54% is generating 10 trips. Based on 450 trips, that is 243 average weekday site trips get to and from McGillivary via SE 113th Ave and SE Nancy Road.

SE 113th Ave and Nancy Road.

SE 113th Ave has sidewalks on one side of the road. Except for the addition of speed bumps, this road has not changed since it was built in 1978. Part of SE Nancy Road has no curbs. It does have some sidewalks on one side of the street but not all sidewalks are on the same side. Like SE 113th Ave, it does have speed bumps. SE Nancy Road, SE 113th Ave, and SE 19th St are used as a short-cut to Hwy 14 westbound. This route is a designated bike path, but no painted bike lanes exist. This **drastic** increase in trips would negatively impact the bicyclists, walkers, and the cars that already use this route. This amount of traffic would negatively impact serene cohesive neighborhood feel, not supporting Vancouver's desire for Vibrant and Distinct neighborhoods.

See attached **Action Steps** on *Ellsworth Springs Neighborhood Action Plan June 2005*

Conclusion

By keeping the **Zone R-9**, the property will remain consistent with The Vancouver Strategic Plan. This neighborhood is ~95% developed. There has not been a change in the circumstances since the existing designations were established to warrant the change in zoning from R-9 to R-17. R-9 zoning will allow diverse housing types, provide middle income housing, and affordable housing choices. Most important, R-9 maintains SE Ellsworth Springs neighborhood livability. R-17 WOULD NOT.

Does the increase in zoning justify the impact on our neighborhood, for a mere 20 some houses?
We think not!

Ellsworth Springs Neighborhood Action Plan City of Vancouver June 2005

III. Mobility Management (Page 12)

Objective #3 *Improve pedestrian safety and access.*

Install curbing and drainage on ... Nancy Rd. (parts of Nancy Rd. has none)

Objective #4 *Improve bicyclist safety and access.*

Install bike lanes on both sides of ..., SE 19th St., ..., Nancy Rd., French Rd., SE 98th Ave., and SE 113th Ave. (Nancy Rd., SE 113th Ave., and 19th St. have no bike lanes)

V. Public Safety (Page 16)

Objective #1 *Increase safety in our neighborhood and reduce crime.*

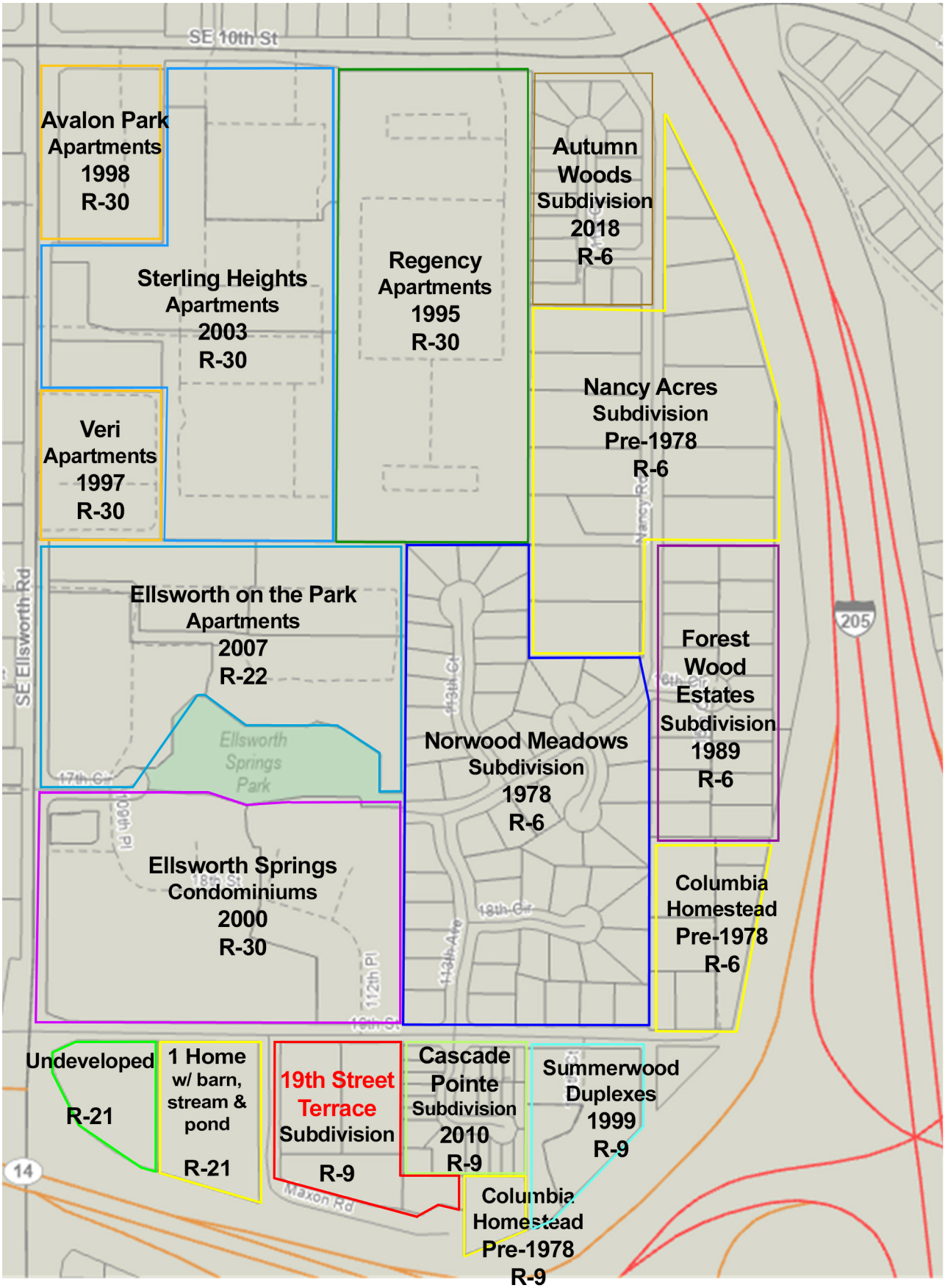
Install streetlights in dark areas: ..., Nancy Rd. (still dark areas)

SE Ellsworth Neighborhood Aerial View

Map 1

4/1/2024

SE Ellsworth Neighborhood Zoning Map



Map 2

19th Street Terrace Project – Water Issues

Comments by John Ignoffo to the Land Use Hearings Examiner

Submitted by:
John J. Ignoffo, Jr.
1617 SE 114th Court (44-year resident)

Email: John@Ignoffo.net

When I reviewed the SEPA ENVIRONMENTAL CHECKLIST for the *19th Street Terrace Project* (WAC 197-11-960), I noticed an omission that needs to be addressed regarding nearby surface water.

The Application states:

> 3. **Water**
> a. Surface Water: [help]
>
> 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [help]
>
> There are no surface water bodies on the site or in the immediate vicinity per the Critical Areas Report for the site.
>
> 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [help]
>
> No, there are no water bodies within 200' of the site.

I believe that these two items need to be re-addressed.

Directly North of the planned project is a greenspace that contains several natural springs, ponds, a cistern, and a stream which exits the greenspace via a culvert under 19th Street to the property directly West of the project. The stream on the western parcel is approximately 100 feet from the project's property line. One of the springs is slightly less than 100 feet North of the project's property line. I have annotated a Google aerial image (Figure 1) to show the location of these features.

Historically, water from the greenspace is known to flow over the roadway during rainy seasons. I have personally observed this more than once. This leads me to believe that measurement of the water table in August is not an accurate measure of surface nor groundwater for this project. I am sure mitigation will be needed. This issue needs attention no matter what type of development is to be done.

Today only a small percentage of the land is covered by hard surfaces. It is only logical that the more buildings and hardscape that is built leaves less drainage routes for the natural water, both above and below ground. Increasing the zoning to R-17 almost doubles the number of homes on the plat and more families would be affected by any water problems.

Leave the zoning at the current R-9 designation that is in the current city plan and has been there since before 2000. With our neighborhood almost completely built-out, this keeps the integrity and livability what I, and my neighbors, expect.

19th Street Terrace Project – Water Issues

Comments by John Ignoffo to the Land Use Hearings Examiner

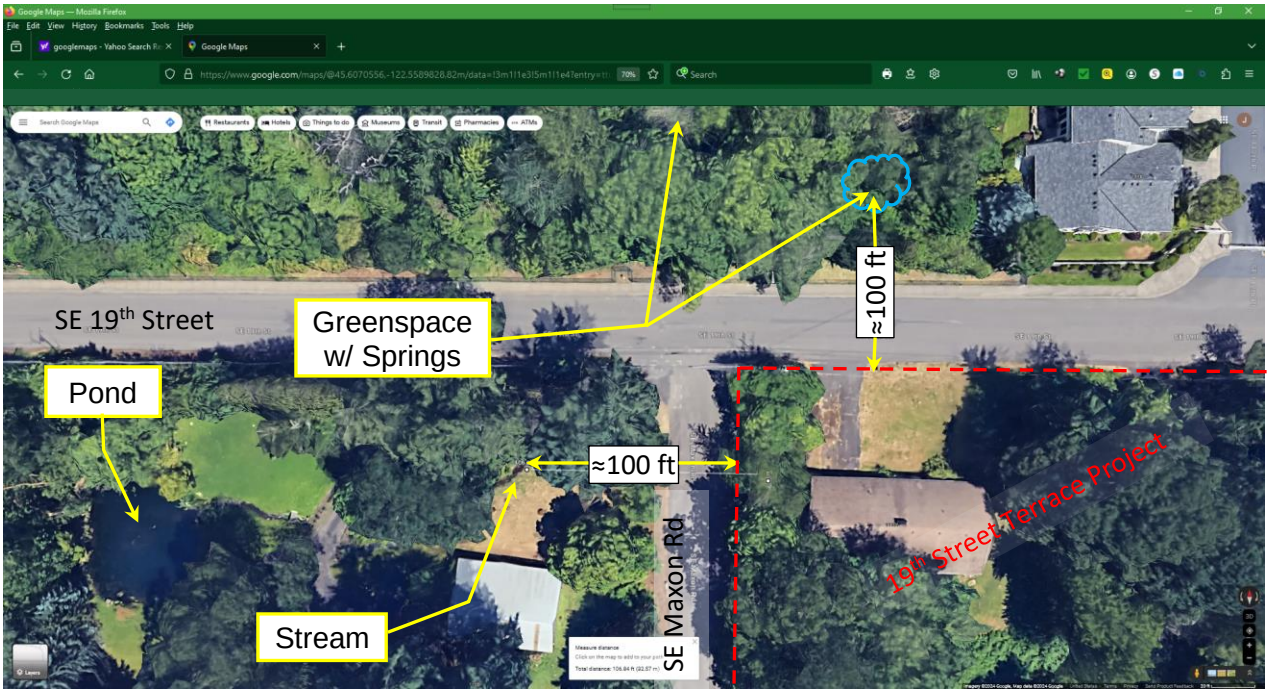


Figure 1: Nearby surface water

- The Greenspace contains several natural springs, ponds and a cistern.
- A Stream leaves the Greenspace via a culvert under 19th St. and onto the property directly West of the project and into a large pond.
- Both the stream and one of the springs are approximately 100 ft. from the proposed project boundaries.

♦ ♦ ♦

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Date signed	Address
Signature: Aaron M. Crow Name (printed): Aaron M. Crow	☒ Owner ☐ Occupant	4/2/2024	11400 SE Nancy Rd., Vancouver, WA
Signature: Liliya Zidrashko Name (printed): ~~Joe~~	☒ Owner ☐ Occupant	4/2/2024	1606 SE 113th Ct, Vancouver, WA
Signature: Joan Stone Name (printed): Joan Stone	☒ Owner ☐ Occupant	4/2/2024	1509 SE 113th Cnt, Vancouver, WA
Signature: Chelsee Stone Name (printed):	☐ Owner ☒ Occupant	4/2/2024	1509 SE 113th Ct, Vancouver, WA
Signature: Christian C. Farley Name (printed): Christian C. Farley	☐ Owner ☒ Occupant	4/2/2024	1513 SE 113th Ct, Vancouver, WA
Signature: Name (printed): JEFF CROWELL	☒ Owner ☐ Occupant	4/3/2024	11216 SE NANCY RA, Vancouver, WA
Signature: Bryon Carpenter Name (printed): Bryon Carpenter	☒ Owner ☐ Occupant	4/4/2024	1701 SE 114th CT, Vancouver, WA
Signature: Emily Carpenter Name (printed): EMILY CARPENTER	☒ Owner ☐ Occupant	4/4/2024	1701 SE 114th Ct, Vancouver, WA

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)		Address	Date signed
Becky Trenary	☒ Owner ☐ Occupant	1109 SE Nancy Rd, Vancouver, WA 98664	4/2/2024
Alan Trenary	☒ Owner ☐ Occupant	1109 SE Nancy Rd, Vancouver, WA	4/2/2024
Sheryl Morgan	☒ Owner ☐ Occupant	1208 SE Nancy Rd. , Vancouver, WA	4/2/2024
Craig Trenary	☒ Owner ☒ Occupant	1209 SE Nancy Rd , Vancouver, WA	4/2/2024
Robert Steidl	☒ Owner ☐ Occupant	1814 SE 113th Ave , Vancouver, WA	4/2/2024
Sally Steidl	☒ Owner ☐ Occupant	1814 SE 113th Ave , Vancouver, WA	4/2/2024
Donna M Day	☒ Owner ☐ Occupant	11404 SE Nancy Rd, Vancouver, WA	4/2/2024
Christy RoseCrow	☒ Owner ☐ Occupant	11400 SE Nancy Rd , Vancouver, WA	4/2/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Susan Oshiro-Zeier	☒ Owner ☒ Occupant	1614 SE 115th court, Vancouver, WA	4/2/2024
Jenny Oots	☒ Owner ☐ Occupant	1518 SE 115th Ave, Vancouver, WA	4/2/2024
Carol Damian	☒ Owner ☒ Occupant	2715 SE Bella vista Loop, Vancouver, WA	4/2/2024
Diana Kelley	☒ Owner ☒ Occupant	1400 SE Nancy Rd., Vancouver, WA	4/2/2024
Lisa Bodner	☒ Owner ☐ Occupant	1312 SE Nancy Rd 98664, Vancouver, WA	/2024
John Strong	☒ Owner ☐ Occupant	1515 112th Pl, Vancouver, WA	4/2/2024
Darlene M Holt	☐ Owner ☒ Occupant	1216 SE Nancy Rd, Vancouver, WA	4/2/2024
John C Brighton	☒ Owner ☐ Occupant	10804 SE 18th Cir, Vancouver, WA	04/02/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)		Address		Date signed
Linda Calvert Linda Calvert	☒ Owner ☐ Occupant	11301 SE 18th Circle, Vancouver, WA		4/3/2024
Michael Stefanchick Michael Stefanchick	☒ Owner ☐ Occupant	11301 SE 18th Circle, Vancouver, WA		4/3/2024
Kenneth M Fowler Kenneth Fowler	☒ Owner ☐ Occupant	11302 SE 18th Circle, Vancouver, WA		4/3/2024
Bill Carnahan BILL CARNAHAN	☒ Owner ☐ Occupant	11309 SE 18th CIR, Vancouver, WA		4/3/2024
paula j carnahan Paula J carnahan	☒ Owner ☐ Occupant	11309 SE 18th Circle, Vancouver, WA		4/3/2024
Gerald Webster Gerald Webster	☒ Owner ☐ Occupant	11405 SE 18th Circle, Vancouver, WA		4/3/2024
Gloria Webster Gloria Webster	☒ Owner ☐ Occupant	11405 SE 18th circle, Vancouver, WA		4/3/2024
 Dana Murphy	☒ Owner ☐ Occupant	11402 SE 18th Cir., Vancouver, WA		4/3/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Date signed	Address
Michael O'Connell Michael T. O'Connell	☒ Owner ☒ Occupant	7 / Apr / 2024	11306 SE 18th Circle, Vancouver, WA Vanc., WA 98664
Carleen O'Connell Carleen O'Connell	☒ Owner ☒ Occupant	April 7 / 2024	11306 SE 18th Cir, Vancouver, WA Vanc, WA 98664
Bradley J. Carlson Brad Carlson	☒ Owner ☐ Occupant	4 / 8 / 2024	11406 SE 18th Circle, Vancouver, WA
	☐ Owner ☐ Occupant	___ / ___ / 2024	, Vancouver, WA
	☐ Owner ☐ Occupant	___ / ___ / 2024	, Vancouver, WA
	☐ Owner ☐ Occupant	___ / ___ / 2024	, Vancouver, WA
	☐ Owner ☐ Occupant	___ / ___ / 2024	, Vancouver, WA
	☐ Owner ☐ Occupant	___ / ___ / 2024	, Vancouver, WA

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Signature Scott Anderson Name (printed)	☒ Owner ☐ Occupant	11310 SE 18th Cir, Vancouver, WA Address	04/03/2024 Date signed
Signature Stacy Snook Name (printed)	☐ Owner ☒ Occupant	11310 SE 18th Cir, Vancouver, WA Address	4/3/2024 Date signed
Signature Dennis Quick Name (printed)	☒ Owner ☐ Occupant	1810 SE 113th ave, Vancouver, WA 98664 Address	4/3/2024 Date signed
Signature Kendra Binney Name (printed)	☒ Owner ☐ Occupant	11401 SE 18th CIR, Vancouver, WA Address	4/3/2024 Date signed
Signature Craig S. Birnbach Name (printed)	☒ Owner ☐ Occupant	11401 SE 18th Circle, Vancouver, WA Address	4/3/2024 Date signed
Signature Randy Nellis Name (printed)	☒ Owner ☐ Occupant	11305 S.E. 18th, Vancouver, WA Address	4/6/2024 Date signed
Signature Ardis Zidan Name (printed)	☒ Owner ☐ Occupant	11305 S.E. 18th Cir., Vancouver, WA Address	4/6/2024 Date signed
Signature Yvonne L. Fowler Name (printed)	☒ Owner ☐ Occupant	11302 SE 18th Circle, Vancouver, WA Address	4/6/2024 Date signed

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Klarice K. Anderson Klarice K. Anderson	☒ Owner ☒ Occupant	1905 S.E. 114th Court Unit B, Vancouver, WA 98664	4/3/2024
David Anderson David Anderson	☐ Owner ☒ Occupant	1905 S.E. 114th Court Unit B, Vancouver, WA	4/3/2024
Gray Brigham GRAY BRIGHAM	☒ Owner ☒ Occupant	1906 SE 114th Ct. Unit B, Vancouver, WA	04/03/2024
Sara D. Kragness SARA D. KRAGNESS	☐ Owner ☐ Occupant	1910 A S.E. 114th Ct Unit A, Vancouver, WA	04/03/2024
Sherry Morgan SHERRY MORGAN	☒ Owner ☐ Occupant	14135 E 114th Ct #B, Vancouver, WA	4/3/2024
Jonathan R Anderson Jonathan R Anderson	☒ Owner ☐ Occupant	1711 SE 115th ct, Vancouver, WA	4/3/2024
Hilary E Anderson Hilary Anderson	☒ Owner ☒ Occupant	1711 SE 115th CT, Vancouver, WA	4/3/2024
Christine L Kramps CHRISTINE L KRAMPS	☐ Owner ☒ Occupant	2015 SE 114th Ct #B, Vancouver, WA 98664	04/07/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Signature Mark Johnson Name (printed)	☒ Owner ☐ Occupant	2011 SE 114th Ct, Vancouver, WA	04/07/2024
Signature Madeline Pamplin Name (printed)	☒ Owner ☐ Occupant	2003 SE 114th Ct, Vancouver, WA	04/07/2024
Signature Margaret Peña Name (printed)	☑ Owner ☑ Occupant	2003 S.E. 114TH A, Vancouver, WA	4/7/2024
Signature Aniceto Guzman IV Name (printed)	☐ Owner ☑ Occupant	1909 SE 114th Ct #A, Vancouver, WA	4/7/2024
Signature Leonard Martinez Name (printed)	☑ Owner ☐ Occupant	1906 SE 114th Ct #A, Vancouver, WA	4/7/2024
Signature Jason Fulps Name (printed)	☐ Owner ☒ Occupant	1905 SE 114th CT, Vancouver, WA	4/7/2024
Signature GERALD Fulps Name (printed)	☐ Owner ☐ Occupant	1414 SE 78th AVE, Vancouver, WA	4/7/2024
Signature TODD HUTCHINSON Name (printed)	☒ Owner ☐ Occupant	1621 SE 115th Ct, Vancouver, WA	4/7/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Signature DENNIS WERBOWSKI Name (printed)	☒ Owner ☐ Occupant	1719 SE 115th Ct, Vancouver, WA Address	4/7/2024
Signature CAROLINE S. POND Name (printed)	☒ Owner ☐ Occupant	1800 SE 115th Ct, Vancouver, WA Address	4/7/2024
Signature DENNIS R MANKOWSKI Name (printed)	☒ Owner ☐ Occupant	11414 SE 19th St, Vancouver, WA Address	4/7/2024
Signature Mackenzie Cutter Name (printed)	☒ Owner ☐ Occupant	1913 SE 114th Ct A, Vancouver, WA 98664 Address	4/7/2024
Signature William Cutter Name (printed)	☒ Owner ☐ Occupant	1913 SE 114th ct A, Vancouver, WA Address	/2024
Signature Christina LaVorgna Name (printed)	☐ Owner ☒ Occupant	1905 SE 114th #A, Vancouver, WA Address	4/7/2024
Signature NICOLE COZZETTO Name (printed)	☒ Owner ☒ Occupant	1501 SE 115th Ct., Vancouver, WA Address	4/8/2024
Signature Midge Dobbs Name (printed)	☒ Owner ☒ Occupant	11308 SE 19th St, Vancouver, WA Address	4/8/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)		Address	Date signed
Guadalupe G Ramos GUADALUPE G RAMOS	☒ Owner ☒ Occupant	1909 SE 114th ct, Vancouver, WA 98664	4/8/2024
Sondra Durfey Sondra Durfey	☒ Owner ☒ Occupant	10703 SE 16th St. Vancouver, WA	4/8/2024
M Durfey Mike Durfey	☒ Owner ☒ Occupant	10703 SE 16th ST, Vancouver, WA	4/8/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	/2024

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)	Owner / Occupant	Address	Date signed
Signature ROGER E HENSHAW Name (printed)	☒ Owner ☐ Occupant	1703 SE 114TH Court, Vancouver, WA Address	04/08/2024 Date signed
Signature SANDRA J. HENSHAW Name (printed)	☒ Owner ☐ Occupant	1703 SE. 114TH Court, Vancouver, WA Address	04/08/2024 Date signed
Signature Michael Strachan Name (printed)	☒ Owner ☐ Occupant	1707 SE 114th Court, Vancouver, WA Address	4/8/2024 Date signed
Signature Michael Giacalone Name (printed)	☒ Owner ☐ Occupant	1707 SE 114th Court, Vancouver, WA Address	4/8/2024 Date signed
Signature Chris Brox Name (printed)	☒ Owner ☐ Occupant	1609 SE 115th Ct, Vancouver, WA Address	4/8/2024 Date signed
Signature Jennifer Brox Name (printed)	☒ Owner ☐ Occupant	1609 SE 115th Ct, Vancouver, WA Address	4/8/2024 Date signed
Signature Nancy K. Parsons Name (printed)	☒ Owner ☐ Occupant	11307 SE Nancy Rd, Vancouver, WA Address	4/9/2024 Date signed
Signature John Garofalo, JR. Name (printed)	☒ Owner ☐ Occupant	1812 SE 112th PL, Vancouver, WA Address	4/9/2024 Date signed

Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood
Parcels Known as: 19th Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: *19th Street Terrace*.

Signature / Name (printed)		Address	Date signed
Steven C. Smith Steven C. Smith	☒ Owner ☐ Occupant	11217 SE Nancy Rd, Vancouver, WA	04/09/2024
Linda L. Ignoffo Linda L. Ignoffo	☒ Owner ☐ Occupant	1617 SE 114TH Ct, Vancouver, WA	04/10/2024
John J. Ignoffo Jr. 1617 SE 114 / JOHN J. IGNOFFO, JR	☒ Owner ☐ Occupant	1617 SE 114th Ct, Vancouver, WA	4/10/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	____/____/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	____/____/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	____/____/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	____/____/2024
	☐ Owner ☐ Occupant	, Vancouver, WA	____/____/2024

Person, Mark

From: Steve Smith <scsmith51@comcast.net>
Sent: Friday, March 29, 2024 1:50 PM
To: Person, Mark
Subject: 19th Street terrace subdivision and zone change

You don't often get email from scsmith51@comcast.net. 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.

Mark thank you for sending me the city of Vancouver flyer regarding this proposed subdivision development.

My name is Steve Smith and I live at 11217 Southeast Nancy road which is just a couple blocks away from the planned development area on 19th.

I wanted to let you know I prefer the zoning remains at R9 as do many of my neighbors due to our increasing concerns about traffic and congestion in a small neighborhood environment. We are accustomed to and would prefer that we maintain limited through traffic along Nancy road.

The reality is people living on 19th will come up through Nancy road to 10th, if they intend to go to the shopping area with Fred Meyer and all of the other retailers and restaurants up in that area off of Chkalov and Mill Plain and further to the east.

Also I would imagine that with the design of so many homes so narrow and close to each other being planned, that parking for these homeowners and renters will be challenging.

The lower density construction of an R9 zone will ease things a bit.

I've spoken to a number of my neighbors in the Nancy road neighborhood and they have a similar perspective on things.

Other than this email when and where should I be sure to share my concerns related to this matter?

Wishing you all the best.

Steve Smith

Sent from my Verizon Motorola Smartphone

EXHIBIT V

Person, Mark

From: Brent Davis <Brent.Davis@clark.wa.gov>
Sent: Monday, April 29, 2024 3:03 PM
To: Person, Mark
Cc: Ray, Charles; Gabby Bender
Subject: RE: 19th Street Terrace Oaks

Mark,

It looks like there is a typo in conclusion 6, the oak canopy impact is 0.03 acres.

Thanks

Brent Davis
Land Use Review Manager
Shoreline Administrator
COMMUNITY DEVELOPMENT

From: Gabby Bender <Gabby@eco-land.com>
Sent: Monday, April 29, 2024 2:38 PM
To: Person, Mark <mark.person@cityofvancouver.us>; Brent Davis <Brent.Davis@clark.wa.gov>
Cc: Ray, Charles <Charles.Ray@cityofvancouver.us>
Subject: RE: 19th Street Terrace Oaks

Thank you Brent and Mark. I will save these comments for our records.

Gabby Bender | Biologist
1157 3rd Avenue, Suite 220A Longview, WA 98632
P: 360-578-1371 ext. 1005 | F: 360-414-9305
www.eco-land.com | gabby@eco-land.com

Notice: This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message, and any disclosure, copying, or distribution of this message, or the taking of any action based upon it, is prohibited.

Please consider the environment before printing this e-mail.

Committed to helping people - one square foot, one acre, one watershed at a time.®

From: Person, Mark <mark.person@cityofvancouver.us>
Sent: Monday, April 29, 2024 2:16 PM
To: Brent Davis <Brent.Davis@clark.wa.gov>

Cc: Gabby Bender <Gabby@eco-land.com>; Ray, Charles <Charles.Ray@cityofvancouver.us>
Subject: RE: 19th Street Terrace Oaks

Brent,

Great, thank you for these comments, they are much appreciated.

Mark

From: Brent Davis <Brent.Davis@clark.wa.gov>
Sent: Monday, April 29, 2024 1:59 PM
To: Person, Mark <mark.person@cityofvancouver.us>
Cc: Gabby Bender <Gabby@eco-land.com>
Subject: RE: 19th Street Terrace Oaks

Mark,

I have reviewed the Critical Areas Report (CAR) and proposed Oak Bank Use Plan for the project. I also assessed the existing Oregon White Oak Woodland functions in accordance with current WDFW Management Recommendations.

Here are my conclusions and recommendations:

1. I concur with the wetland findings and the description and characterization of the Oregon White Oak Woodlands in the CAR;
2. The CAR and mitigation plan where not prepared in accordance with current WDFW Management Recommendations;
3. Using the Oak Habitat Metric rapid assessment tool recommended by WDFW, I conclude that the Baseline Ecological Function is "low" (33.84%, score sheet attached) and the Ecological Function After Development remains "low" (35.27%, score sheet attached), warranting a temporal loss mitigation ratio for all canopy impacts of 1:1 per current WDFW Oregon White Oak Woodland Management Recommendations
4. Per WDFW Oregon White Oak Woodland Management Recommendations Habitat Replacement or loss of each oak between 18 and 24 in. dbh is 150:1 replanting of seedling oaks at 500 stem/ac., which equals 0.3 ac. of planting area or 0.15 creation credits from an Oregon White Oak Woodland mitigation bank;
5. Proposed purchase of 0.09 bank credits at the Terrace Oak Bank will satisfy 60% of the habitat replacement requirement;
6. The proposed on-site oak woodland enhancement of 0.30 acre satisfies the temporal loss associated with canopy and understory impacts (0.3 ac.) and provides an additional 0.27 acre of out of kind mitigation for habitat replacement;
7. The habitat replacement deficit after the proposed credit purchase is 0.12 ac (0.06 bank credits, or 40% of the required mitigation). Applying a 2:1 ratio for out of kind mitigation on-site (enhancement), I conclude that the 0.27 acres of enhancement that is not needed to offset temporal loss, is sufficient to address the habitat loss that will not be mitigated with the proposed bank credit purchase; and
8. The proposed 5 year monitoring and maintenance plan is sufficient.

Recommendation: Approval with conditions (as follows):

1. Bank credits shall be purchase prior to recoding of the Final Plat;
2. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording; and
3. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded concurrently or prior to recoding of the Final Plat.

Brent Davis
Land Use Review Manager
Shoreline Administrator
COMMUNITY DEVELOPMENT

From: Person, Mark <mark.person@cityofvancouver.us>
Sent: Monday, April 29, 2024 10:36 AM
To: Brent Davis <Brent.Davis@clark.wa.gov>
Subject: RE: 19th Street Terrace Oaks

Brent,

Any conditions I should incorporate into the staff report for this one?

Thank you,

Mark

From: Person, Mark
Sent: Wednesday, April 17, 2024 1:59 PM
To: Brent Davis <Brent.Davis@clark.wa.gov>
Subject: RE: 19th Street Terrace Oaks

We are complete so this will be for the decision. If you could have any comments to me by 4/26, that would be much appreciated.

From: Brent Davis <Brent.Davis@clark.wa.gov>
Sent: Wednesday, April 17, 2024 1:58 PM
To: Person, Mark <mark.person@cityofvancouver.us>
Subject: RE: 19th Street Terrace Oaks

Is this still a completeness review or for your decision?

Brent Davis
Land Use Review Manager
Shoreline Administrator
COMMUNITY DEVELOPMENT

From: Mark <mark.person@cityofvancouver.us>
Sent: Wednesday, April 17, 2024 1:55 PM
To: Brent Davis <Brent.Davis@clark.wa.gov>
Subject: 19th Street Terrace Oaks

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

Brent Davis,

Use the following link to download file(s) using SynaMan® - a remote file manager.

File(s) will be available for download until **4/24/24 1:55 PM**

Click here to download

Comments

Brent, can you look at this updated bank use plan for 19th Street Terrace? Since the new WDFW standards were not official issued until this year and this application pre-apped and was submitted late last year, we are going under the previous guidance for this one.

OAK HABITAT METRIC

Version 1.0

Name of Project Site:	19th St. Terrace - Post Development	**Date Assessed:**	4/30/2024	**Elevation:**	194-158 ft.
Data Collector:	Brent Davis	**Latitude*:**	45.61	**Longitude*:**	-122.55809
Area of Project Site (acres):	3.46 ac.				

** near center of the project site*

What is the desired site condition or management objective(s) for this project site? Check all that apply (by using the drop-down menu).

	Oak woodland & forest? (crowns of most oaks are within 2 crown-widths of each other)
	Oak savanna? (crowns of most oaks farther than 2 crown-widths of each other; canopy cover usually <10%)
X	Other? (describe below)

8 oaks in 3 clusters within mixed hardwood conifer forest with distrubed understory and some residentail developmer

External Data: List below the persons, agencies, and/or documents that provided location information on rare wildlife species, rare plants, and/or the boundaries of designated conservation priority areas. Also, note the recentness of the information (if known).

Current Washington Natural Heritage Program (DNR) and WDFW Priority Habitat And Species mapping.

Project Site History: Based on conversation with land owner/manager and other information, describe below the years and extent (% of project site) of past and present management actions (e.g., vegetation control), natural disturbances (e.g., fire, insect infestations), and human-associated disturbances (e.g., timber harvest, grazing regimes). If possible, sketch a map showing where specific types of management have occurred.

The site has been in residentail use for at least 40 years

FINAL SCORE TABLE

DO NOT ENTER DATA HERE

	Final Score*
OAK HABITAT QUALITY	**35.27%**

**indicates the percentage of optimum*

OAK HABITAT CALCULATOR

Name of Project Site:		Date Assessed:	

MAIN INDICATORS TABLE

The majority of questions below contain drop-down menus in their respective answer box. Please select answer from the drop-down menus, when possible, instead of typing in the answer.

Question #	Category	Maximum Weight in Oak Habitat Quality Final Score		Data Entry	Weights for Main Indicator	Weighted Data	Main Indicator Subscore	Main Indicator Name
Obtain answers in Office.								
1	**Does the project site contain: (a) at least 1 oak tree per acre, AND (b) the ground cover between the oaks is not mostly pavement, lawn, or row crops?** If yes, continue. If no, STOP -- this project site cannot be assessed using this Oak Habitat Calculator.							
2	**From aerial imagery, and confirmed by field observations if possible, what percent of the land <u>within</u> the project site contains each of the following:** Next to each, enter best estimate of the percent. <u>Enter 0% if none</u>. Enter 1% if barely present. Must sum to 100%.							
	Risk	0.50	Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland)	10%	1.00	0.10		
			Shrubs/Chaparral	0%	0.10	0.00		
			Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)		0.00	0.00		
			Other Grasslands mowed or grazed no more than once annually		0.05	0.00		
			Cropland, Orchard, Vineyard		0.00	0.00		
			Bare Areas, Water, Roads, Buildings, Landscaped Yards	90%	0.00	0.00		
			Other					
			SUM	100%			10.00%	LUsite
3	**From aerial imagery, what percent of the land <u>within 0.5 mile</u> of the center of the project site is occupied by:** Next to each, enter best estimate of the percent. <u>Enter 0% if none</u>. Enter 1% if barely present. Must sum to 100%.							
	Context	1.00	Trees (any kind -- oak, other hardwoods, conifers, etc/) and/or Native Perennial Grasslands (non-wetland)	15%	1.00	0.15		
			Shrubs/Chaparral	10%	0.10	0.01		
			Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)	10%	0.00	0.00		
			Other Grasslands mowed or grazed no more than once annually		0.05	0.00		
			Cropland, Orchard, Vineyard		0.00	0.00		
			Bare Areas, Water, Roads, Buildings, Landscaped Yards	65%	0.00	0.00		
			Other					
			SUM	100%			15.00%	LU.5mi
4	**What is the area-weighted distance to other patches of oak?** Go to the Oak worksheet, find the applicable score in the Oak Table, and enter that number here.							
	Context	1.00		1			3.03%	DistOak
5	**Use the center of the project site to draw a circle with a 1-mile radius. Within that circle, do paved roads completely encircle the project site?** ***Note: To qualify as "paved roads", the paved roads must be wide enough to create a gap wider than the average* tree canopy diameter. (*average = average for the project site, eye-balled)*** If yes, select 1. If no, select 0.							
	Risk	0.50		1			50.00%	Encirc
6	**What is the closest distance from the project site's oaks to areas likely to be sprayed for insect control, such as to orchards, vineyards, horticultural nurseries, blueberries, hops, mint, most row crops, or forest lands with pest insect infestations?** Select only **<u>one</u>** choice. Enter "1" next to the most relevant choice.							
	Risk	0.50	On-site or within 100 ft from project site boundary		0	0.00		
			100-1000 ft from project site boundary		1	0.00		
			1001 ft - 1 mile from project site boundary		2	0.00		
			>1 mile from project site boundary	1	3	3.00	100.00%	Spray
7	**Is the project site within or nearly contiguous to a designated priority area for habitat conservation or restoration by a statewide or regionwide plan? (<u>In Oregon</u>, this includes areas mapped as Conservation Priority Areas. Both in Oregon and elsewhere it may include priority areas listed in a State Wildlife Action Plan/Strategy, a TNC Ecoregional Plan, or by a state Natural Heritage Program.)** If yes, select 1. If no, select 0.							
	Context	1.00		1			100.00%	PrioArea
8	**Is a special-status animal species known to be present and reproducing on the project site or within 0.5 mile? (Contact the State Heritage Program, wildlife agencies, and qualified local observers. If time and expertise are available, conduct surveys during appropriate months. <u>See RareVertebrates worksheet</u>.)** Select, from the drop-down menu, the category that represents the total number of special-status animal species found on the project site. If there is no information available, select "no information."							
	Species	1.00		0			0.00%	RareAnim
9	**Is a special-status plant species present within the project site? (Contact the State Heritage Program, Native Plant Society, and qualified local botanists. If time and expertise are available, conduct surveys during appropriate months. <u>See RarePlants worksheet.</u>)** Select, from the drop-down menu, the category that represents the total number of special-status plant species found on the project site. If there is no information available, select "no information."							
	Species	1.00		0			0.00%	RarePlant

Obtain answers from Project Site Visit.

10	**Within the project site, what proportion of the hardwood trees 20 feet or taller are oak?** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Vegetation	0.33	<50%	1	0	0.00		
			50-75%		1	0.00		
			76-90%		2	0.00		
			>90%		3	0.00	0.00%	PctOak
11	**Does the project site contain all the oak species that are expected to occur in this geographic location and elevation? (Use the maps, found here: http://esp.cr.usgs.gov/data/atlas/little/, to determine which oak species are expected in the project site's geographic location and elevation.)** If yes, select 1. If no, select 0.							
	Vegetation	0.33		1			100.00%	AllSpp
12	**Within the project site's oak forest, woodland, and savanna, what is the percent of shrub and vine cover (excluding chaparral)?** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Vegetation	0.33	None (or < 5 individual plants) -- **SKIP TO #14 IF THIS ANSWER CHOICE IS SELECTED**		2	0.00		
			Trace to 50%	1	5	5.00		
			>50%		4	0.00	100.00%	SCov
13	**DO NOT ANSWER THIS QUESTION IF THE ANSWER TO QUESTION #12 WAS "NONE (OR <5 INDIVIDUAL PLANTS)." SKIP TO QUESTION #14.** **Within the project site's oak forest, woodland, and savanna, what proportion of the shrub and vine cover (excluding chaparral) is invasive species of shrubs and vines? (See Invasives worksheet.)** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Vegetation	1.00	None (or <5 individual plants)		6	0.00		
			Trace to 15%		5	0.00		
			16-30%		2	0.00		
			31-50%		1	0.00		
			>50%	1	0	0.00	0.00%	SInvas
14	**Within the project site's oak forest, woodland, and savanna, what proportion of the herbaceous vegetation (forbs & grasses) cover is invasive herb species? (See Invasives worksheet.)** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Vegetation	1.50	None (or <5 individual plants)		6	0.00		
			Trace to 15%		5	0.00		
			16-30%		2	0.00		
			31-50%		1	0.00		
			>50%	1	0	0.00	0.00%	HInvas
15	**Within the project site's oak forest, woodland, and savanna, what proportion of the trees taller than 20 feet are conifers (excluding pine & juniper)?** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Vegetation	1.50	<5%		4	0.00		
			5-10%	1	3	3.00		
			11-25%		2	0.00		
			26-50%		1	0.00		
			>50%		0	0.00	75.00%	Conif
16	**To what degree has the soil on the project site been (or will be) disturbed beyond its natural state, such as disturbances caused by off-road vehicles, livestock, feral pigs, or farm machinery?** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Risk	0.50	None, and unlikely		3	0.00		
			None obvious: can assume some disturbance though		2	0.00		
			Moderate: a few localized trails are apparent		1	0.00		
			Extensive: vehicle tracks, trampled vegetation, or obvious browse line	1	0	0.00	0.00%	GoodSoil
17	**When answering this question, take into account the entire parcel/property on which the project site is located, not just the project site itself. On what proportion of the parcel/property's total wooded area have the following practices been (or will be) implemented:** Select an answer choice for **each** of the three practices below. If "necessary or desirable but not implemented (i.e.; 0% of the parcel/property)," select A. If "implemented on trace amounts to 5% of the parcel/property," select B. If "implemented on 6-15% of the parcel/property," select C. If "implemented on >15% of the parcel/property," select D. If "practice is unnecessary or undesirable*," select "unnecessary." *(*unnecessary or undesirable = the undesired condition is lacking, OR preservation is the only objective, OR the entire parcel/property is already considered to be of excellent quality with natural processes intact and likely to sustain its desired condition. Also, some of these do not apply (i.e., are unnecessary) to oak savanna.)*							
	Practices	1.00	1) At least 80% of the large (>20" diameter, or open-crowned) healthy **heritage oaks** have been intentionally left uncut.	D		1.00		
			2) Some other individual trees have been **thinned** selectively around the larger oaks to promote open-form growth of oaks.	B		0.20		
			3) **Mowing** is conducted before May 15 or after July 15, but not during wet soil conditions. Also, >5% of the parcel/property's unshaded grass is left unmowed.	A		0.00	40.00%	BMPs
18	**Can fire be used* to help sustain this project site's oak habitat? *(*preceded by brush clearing and tree thinning, followed by manual reseeding with native species and mowing between burn years)*** Select only **one** choice. Enter "1" next to the most relevant choice.							
	Practices	1.00	Yes, and was used in past 5 years		3	0.00		
			Yes, will be used in the future but not used yet		2	0.00		
			Not feasible here	1	0	0.00		
			Not applicable -- fire not needed to sustain this project site's oak habitat				0.00%	FireFeas
19	**Will the project site's vegetation be monitored before and after management, according to a statistically-based sampling plan, and the results used to modify future management practices? (Consult landowner or land manager for the statistically-based sampling management plan.)** If yes, select 1. If no, select 0. If no management necessary, select "no mgmt."							
	Practices	1.00		1			100.00%	AdaptMgt

COMPOSITE INDICATORS TABLE				
Category	**Maximum Weight in Oak Habitat Quality Final Score**	**Composite Indicator Description**	**Composite Indicator Subscore**	**Composite Indicator Name**
Do not enter data below. Data will automatically transfer from the Main Indicators Table.				
Context	3	Landscape Context (AVERAGE(LU.5mi, DistOak, PrioArea))	39.34%	Lscape
Vegetation	3	Invasive species of vegetation (AVERAGE(Conif, SInvas, HInvas))	25.00%	Invas
Vegetation	1	Vegetation structure (AVERAGE(PctOak, AllSpp, SCov))	66.67%	Veg
Species	1	Sensitive/rare species (MAX(RareAnim, RarePlant))	0.00%	Spp
Practices	1	Management Practices (AVERAGE(BMPs, FireFeas, AdaptMgt))	46.67%	Mgt
Risk	2	Risks/stressors (AVERAGE(LUsite, Encirc, Spray, GoodSoil))	40.00%	Risk

FINAL SCORE TABLE		
Do not enter data below. Data will automatically transfer from the Composite Indicators Table.		
Final Score Name	**Final Score Description**	**Final Score**
OAK HABITAT QUALITY	The project site's percentage of optimal oak habitat quality. (3*Invas + 3*Lscape + (2*AVERAGE(Risk,Mgt,Spp)) + Veg)/9)	**35.27%**

OAK HABITAT METRIC

Version 1.0

Name of Project Site:	19th St. Terrace - Pre Development	**Date Assessed:**	4/30/2024	**Elevation:**	194-158 ft.
Data Collector:	Brent Davis	**Latitude*:**	45.61	**Longitude*:**	-122.55809
Area of Project Site (acres):	3.46 ac.				

** near center of the project site*

What is the desired site condition or management objective(s) for this project site? Check all that apply (by using the drop-down menu).

	Oak woodland & forest? (crowns of most oaks are within 2 crown-widths of each other)
	Oak savanna? (crowns of most oaks farther than 2 crown-widths of each other; canopy cover usually <10%)
X	Other? (describe below)

8 oaks in 3 clusters within mixed hardwood conifer forest with distrubed understory and some residentail developmer

External Data: List below the persons, agencies, and/or documents that provided location information on rare wildlife species, rare plants, and/or the boundaries of designated conservation priority areas. Also, note the recentness of the information (if known).

Current Washington Natural Heritage Program (DNR) and WDFW Priority Habitat And Species mapping.

Project Site History: Based on conversation with land owner/manager and other information, describe below the years and extent (% of project site) of past and present management actions (e.g., vegetation control), natural disturbances (e.g., fire, insect infestations), and human-associated disturbances (e.g., timber harvest, grazing regimes). If possible, sketch a map showing where specific types of management have occurred.

The site has been in residentail use for at least 40 years

FINAL SCORE TABLE

DO NOT ENTER DATA HERE

	Final Score*
OAK HABITAT QUALITY	**33.84%**

**indicates the percentage of optimum*

OAK HABITAT CALCULATOR

Name of Project Site:		Date Assessed:	

MAIN INDICATORS TABLE

The majority of questions below contain drop-down menus in their respective answer box. Please select answer from the drop-down menus, when possible, instead of typing in the answer.

Question #	Category	Maximum Weight in Oak Habitat Quality Final Score		Data Entry	Weights for Main Indicator	Weighted Data	Main Indicator Subscore	Main Indicator Name
Obtain answers in Office.								
1	**Does the project site contain: (a) at least 1 oak tree per acre, AND (b) the ground cover between the oaks is not mostly pavement, lawn, or row crops?** If yes, continue. If no, STOP -- this project site cannot be assessed using this Oak Habitat Calculator.							
2	**From aerial imagery, and confirmed by field observations if possible, what percent of the land <u>within</u> the project site contains each of the following:** Next to each, enter best estimate of the percent. <u>Enter 0% if none</u>. Enter 1% if barely present. Must sum to 100%.							
	Risk	0.50	Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland)	75%	1.00	0.75		
			Shrubs/Chaparral	15%	0.10	0.02		
			Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)		0.00	0.00		
			Other Grasslands mowed or grazed no more than once annually		0.05	0.00		
			Cropland, Orchard, Vineyard		0.00	0.00		
			Bare Areas, Water, Roads, Buildings, Landscaped Yards	10%	0.00	0.00		
			Other					
			SUM	100%			75.00%	LUsite
3	**From aerial imagery, what percent of the land <u>within 0.5 mile</u> of the center of the project site is occupied by:** Next to each, enter best estimate of the percent. <u>Enter 0% if none</u>. Enter 1% if barely present. Must sum to 100%.							
	Context	1.00	Trees (any kind -- oak, other hardwoods, conifers, etc/) and/or Native Perennial Grasslands (non-wetland)	15%	1.00	0.15		
			Shrubs/Chaparral	10%	0.10	0.01		
			Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)	10%	0.00	0.00		
			Other Grasslands mowed or grazed no more than once annually		0.05	0.00		
			Cropland, Orchard, Vineyard		0.00	0.00		
			Bare Areas, Water, Roads, Buildings, Landscaped Yards	65%	0.00	0.00		
			Other					
			SUM	100%			15.00%	LU.5mi
4	**What is the area-weighted distance to other patches of oak?** Go to the Oak worksheet, find the applicable score in the Oak Table, and enter that number here.							
	Context	1.00		1			3.03%	DistOak
5	**Use the center of the project site to draw a circle with a 1-mile radius. Within that circle, do paved roads completely encircle the project site?** ***Note: To qualify as "paved roads", the paved roads must be wide enough to create a gap wider than the average* tree canopy diameter. (*average = average for the project site, eye-balled)*** If yes, select 1. If no, select 0.							
	Risk	0.50		1			50.00%	Encirc
6	**What is the closest distance from the project site's oaks to areas likely to be sprayed for insect control, such as to orchards, vineyards, horticultural nurseries, blueberries, hops, mint, most row crops, or forest lands with pest insect infestations?** Select only **<u>one</u>** choice. Enter "1" next to the most relevant choice.							
	Risk	0.50	On-site or within 100 ft from project site boundary		0	0.00		
			100-1000 ft from project site boundary		1	0.00		
			1001 ft - 1 mile from project site boundary		2	0.00		
			>1 mile from project site boundary	1	3	3.00	100.00%	Spray
7	**Is the project site within or nearly contiguous to a designated priority area for habitat conservation or restoration by a statewide or regionwide plan? (<u>In Oregon</u>, this includes areas mapped as Conservation Priority Areas. Both in Oregon and elsewhere it may include priority areas listed in a State Wildlife Action Plan/Strategy, a TNC Ecoregional Plan, or by a state Natural Heritage Program.)** If yes, select 1. If no, select 0.							
	Context	1.00		1			100.00%	PrioArea
8	**Is a special-status animal species known to be present and reproducing on the project site or within 0.5 mile? (Contact the State Heritage Program, wildlife agencies, and qualified local observers. If time and expertise are available, conduct surveys during appropriate months. <u>See RareVertebrates worksheet</u>.)** Select, from the drop-down menu, the category that represents the total number of special-status animal species found on the project site. If there is no information available, select "no information."							
	Species	1.00		0			0.00%	RareAnim
9	**Is a special-status plant species present within the project site? (Contact the State Heritage Program, Native Plant Society, and qualified local botanists. If time and expertise are available, conduct surveys during appropriate months. <u>See RarePlants worksheet.</u>)** Select, from the drop-down menu, the category that represents the total number of special-status plant species found on the project site. If there is no information available, select "no information."							
	Species	1.00		0			0.00%	RarePlant

Obtain answers from Project Site Visit.

10	**Within the project site, what proportion of the hardwood trees 20 feet or taller are oak?** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Vegetation	0.33	<50%	1	0	0.00			
			50-75%		1	0.00			
			76-90%		2	0.00			
			>90%		3	0.00	0.00%	PctOak	
11	**Does the project site contain all the oak species that are expected to occur in this geographic location and elevation? (Use the maps, found here: http://esp.cr.usgs.gov/data/atlas/little/, to determine which oak species are expected in the project site's geographic location and elevation.)** If yes, select 1. If no, select 0.								
	Vegetation	0.33		1			100.00%	AllSpp	
12	**Within the project site's oak forest, woodland, and savanna, what is the percent of shrub and vine cover (excluding chaparral)?** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Vegetation	0.33	None (or < 5 individual plants) -- **SKIP TO #14 IF THIS ANSWER CHOICE IS SELECTED**		2	0.00			
			Trace to 50%	1	5	5.00			
			>50%		4	0.00	100.00%	SCov	
13	**DO NOT ANSWER THIS QUESTION IF THE ANSWER TO QUESTION #12 WAS "NONE (OR <5 INDIVIDUAL PLANTS)." SKIP TO QUESTION #14.** **Within the project site's oak forest, woodland, and savanna, what proportion of the shrub and vine cover (excluding chaparral) is invasive species of shrubs and vines? (See Invasives worksheet.)** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Vegetation	1.00	None (or <5 individual plants)		6	0.00			
			Trace to 15%		5	0.00			
			16-30%		2	0.00			
			31-50%		1	0.00			
			>50%	1	0	0.00	0.00%	SInvas	
14	**Within the project site's oak forest, woodland, and savanna, what proportion of the herbaceous vegetation (forbs & grasses) cover is invasive herb species? (See Invasives worksheet.)** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Vegetation	1.50	None (or <5 individual plants)		6	0.00			
			Trace to 15%		5	0.00			
			16-30%		2	0.00			
			31-50%		1	0.00			
			>50%	1	0	0.00	0.00%	HInvas	
15	**Within the project site's oak forest, woodland, and savanna, what proportion of the trees taller than 20 feet are conifers (excluding pine & juniper)?** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Vegetation	1.50	<5%		4	0.00			
			5-10%	1	3	3.00			
			11-25%		2	0.00			
			26-50%		1	0.00			
			>50%		0	0.00	75.00%	Conif	
16	**To what degree has the soil on the project site been (or will be) disturbed beyond its natural state, such as disturbances caused by off-road vehicles, livestock, feral pigs, or farm machinery?** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Risk	0.50	None, and unlikely		3	0.00			
			None obvious: can assume some disturbance though		2	0.00			
			Moderate: a few localized trails are apparent		1	0.00			
			Extensive: vehicle tracks, trampled vegetation, or obvious browse line	1	0	0.00	0.00%	GoodSoil	
17	**When answering this question, take into account the entire parcel/property on which the project site is located, not just the project site itself. On what proportion of the parcel/property's total wooded area have the following practices been (or will be) implemented:** Select an answer choice for **each** of the three practices below. If "necessary or desirable but not implemented (i.e.; 0% of the parcel/property)," select A. If "implemented on trace amounts to 5% of the parcel/property," select B. If "implemented on 6-15% of the parcel/property," select C. If "implemented on >15% of the parcel/property," select D. If "practice is unnecessary or undesirable*," select "unnecessary." *(*unnecessary or undesirable = the undesired condition is lacking, OR preservation is the only objective, OR the entire parcel/property is already considered to be of excellent quality with natural processes intact and likely to sustain its desired condition. Also, some of these do not apply (i.e., are unnecessary) to oak savanna.)*								
	Practices	1.00	1) At least 80% of the large (>20" diameter, or open-crowned) healthy **heritage oaks** have been intentionally left uncut.	D		1.00			
			2) Some other individual trees have been **thinned** selectively around the larger oaks to promote open-form growth of oaks.	A		0.00			
			3) **Mowing** is conducted before May 15 or after July 15, but not during wet soil conditions. Also, >5% of the parcel/property's unshaded grass is left unmowed.	A		0.00	33.33%	BMPs	
18	**Can fire be used* to help sustain this project site's oak habitat? *(*preceded by brush clearing and tree thinning, followed by manual reseeding with native species and mowing between burn years)*** Select only **one** choice. Enter "1" next to the most relevant choice.								
	Practices	1.00	Yes, and was used in past 5 years		3	0.00			
			Yes, will be used in the future but not used yet		2	0.00			
			Not feasible here	1	0	0.00			
			Not applicable -- fire not needed to sustain this project site's oak habitat				0.00%	FireFeas	
19	**Will the project site's vegetation be monitored before and after management, according to a statistically-based sampling plan, and the results used to modify future management practices? (Consult landowner or land manager for the statistically-based sampling management plan.)** If yes, select 1. If no, select 0. If no management necessary, select "no mgmt."								
	Practices	1.00		0			0.00%	AdaptMgt	

COMPOSITE INDICATORS TABLE

Category	Maximum Weight in Oak Habitat Quality Final Score	Composite Indicator Description	Composite Indicator Subscore	Composite Indicator Name
Do not enter data below. Data will automatically transfer from the Main Indicators Table.				
Context	3	Landscape Context (AVERAGE(LU.5mi, DistOak, PrioArea))	39.34%	Lscape
Vegetation	3	Invasive species of vegetation (AVERAGE(Conif, SInvas, HInvas))	25.00%	Invas
Vegetation	1	Vegetation structure (AVERAGE(PctOak, AllSpp, SCov))	66.67%	Veg
Species	1	Sensitive/rare species (MAX(RareAnim, RarePlant))	0.00%	Spp
Practices	1	Management Practices (AVERAGE(BMPs, FireFeas, AdaptMgt))	11.11%	Mgt
Risk	2	Risks/stressors (AVERAGE(LUsite, Encirc, Spray, GoodSoil))	56.25%	Risk

FINAL SCORE TABLE

Final Score Name	Final Score Description	Final Score
Do not enter data below. Data will automatically transfer from the Composite Indicators Table.		
OAK HABITAT QUALITY	The project site's percentage of optimal oak habitat quality. (3*Invas + 3*Lscape + (2*AVERAGE(Risk,Mgt,Spp)) + Veg)/9)	33.84%

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 9

Incident Commander: Aaron Lande
Operational Period: July 2024

New Emergency Orders (if any)

NONE

Emergency Response

- **We've lost 30 people since the Homeless Memorial** in December 2023
  - **5 in the month of July**
  - 15 **(50%)** due to **overdose**

HART Activities

- HART conducted clean-ups at the following locations:
  - Around the blocks of W. 11th, 12th, 13th Streets near Jefferson, King, and Lincoln to include W. 15th Street from Esther to Thompson Ave and the Mill Plain overpass
  - Burnt Bridge Creek Trail system area from Devine Rd to Andresen
  - Other smaller pop-up jobs/locations as needed
  - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver
- Removed **28.0 tons of solid waste from public property** in **July**; **YTD: 231.61 tons**
- Responded to **143 My Vancouver app submissions in July**; **YTD: 826**
- Handed out 48 naloxone kits and provided awareness on overdose response to 14 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. *

* *This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*

Community Engagement and Tours:

- Port of Vancouver Tenants
- Fred Meyer/Kroger Corporation
- CVTV filmed two stories to be released after editing and production, one at Road2Home – Safe Park, and one from Community Court

Safe Stays/Safe Park

- **The Outpost:**
    - **1person exited to housing** this month
    - **1 person obtained employment**
    - **1 resident received approval for SSI**
    - The Outpost hosted an Arts & Crafts day at the site, and volunteers led the activities, which enjoyed lots of resident participation.
    - Local church provided a BBQ at the site
    - **Hosted a misting station** outside the gates for any community member needing a place to cool off on severe hot weather days
- **Hope Village:**
    - **1 resident exited to permanent housing** at an assisted living community
    - A few residents are on deck to move into housing in August
    - **1 resident credits Road2Home and Hope Village with family reunification due to the stability and support of the programs**
    - **2 residents are in process for receiving their green cards and a 3rd is in the final steps of the process**
- **Kiggins Village:**
    - **3 residents exited to housing**, and one is on deck for August
    - **2 ID's, 1 Social Security card, and** several other services accessed by participants
    - **1 resident went to 28-day detox program;** another who has never considered sobriety has been engaging in recovery meetings
    - 8 residents are document ready and exploring housing options
- **415 West:**
    - **1 person celebrated 60 days clean and graduated from the Safe Stay into Open House Ministries where she is reuniting with her children**
    - **1 additional resident celebrated 60 days clean and sober**

- Residents are actively participating in community-building by holding support circles to encourage each other's recovery from homelessness and/or substance use and attending neighborhood events.
- Several residents and staff supported Couve Collective by attending their open house; **the two orgs will be planning a collab soon!**
- Residents have been enjoying the Farmer's Market and tending to their own garden, which is looking **phenomenal**!
- **1 resident transitioned to The Outpost**, acknowledging that they were struggling with their proximity to locations where they previously participated in unhealthy behaviors, which is starting to be a more frequent occurrence. As a result of this, **all Safe Stays have begun talking with each other to problem-solve and coordinate efforts** together.
- Residents and staff have been grieving the loss of a former resident; staff has assisted the Medical Examiner in locating this person's family.

Finding a behavioral health org/community partner willing to accept residents for detox services has been a significant barrier. Staff has referred multiple residents to detox who had "voiced a strong desire for change." Unfortunately, individuals are not being accepted into detox for reasons like "not enough use of Meth" or "being on too high a dose of Methadone."

- **Road2Home-Safe Park:**
  - **2 residents exited to housing**
  - **5 residents transferred from vehicle to more substantial shelter** at one of our Safe Stays
  - **2 residents obtained IDs**
  - **Trash Smasher litter abatement program began.** The Columbian news reported, "*Beautiful humans clean up garbage around Safe Park in Vancouver.*"

Bridge Shelter

- Request for Proposals for service provider(s)
- Mental Health Sales Tax Funding proposal update/timeline
- Potential Property
- Community Engagement strategy and timeline

Community Court

- The new court location at 5107 E. Fourth Plain Blvd, Suite 105 is fully functional and court sessions have been held at the new venue since 7/12.
- A ribbon cutting ceremony for the new court location will be held on 8/16 at 11am.

Columbia River Mental Health Services – Community Response Team (CRMHS – CRT)
June 24 – July 25

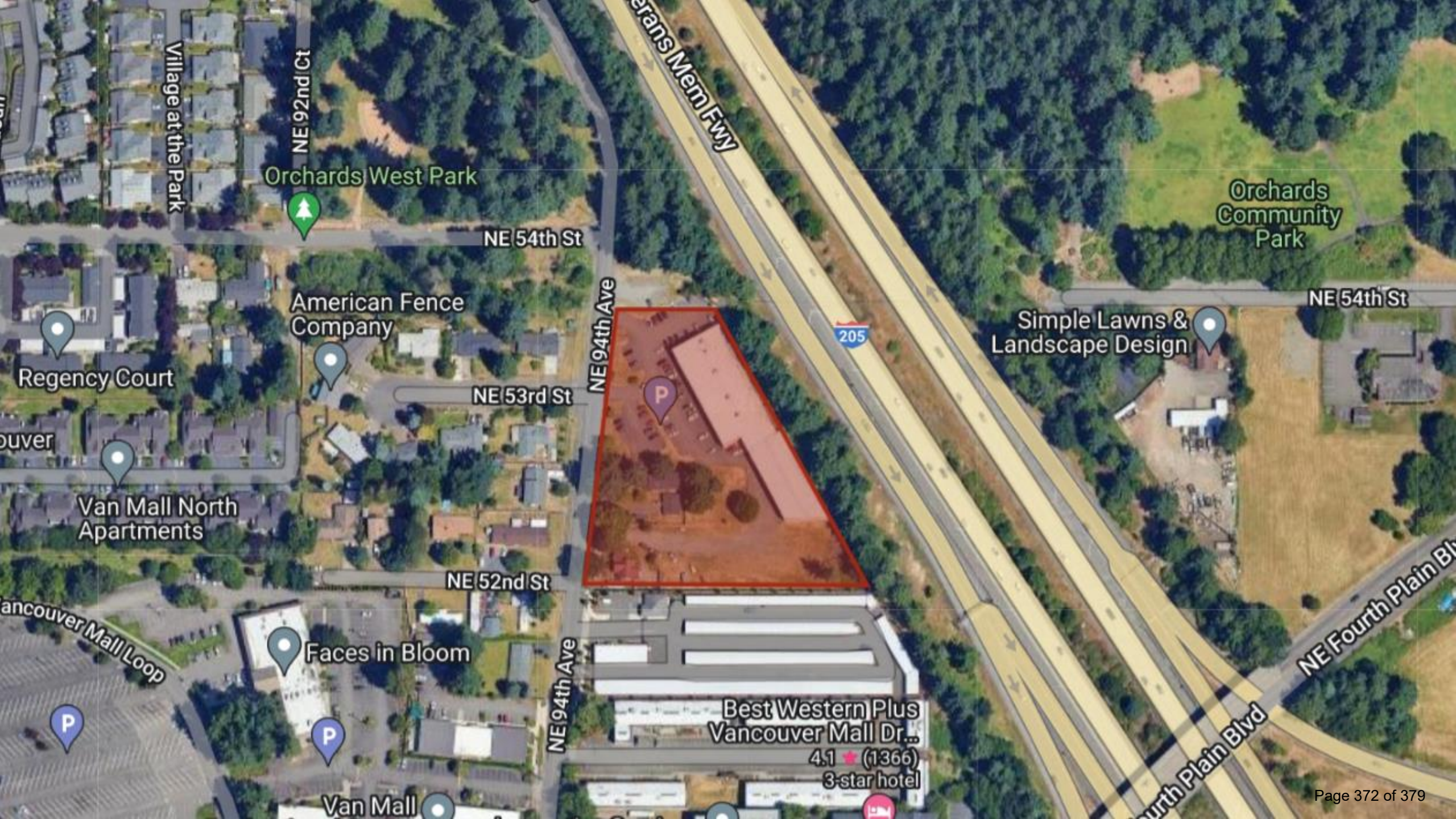
	June 24 – July 25	**10/1/23 – 7/25/24**
Calls that were Screened	9	145
In Person Interventions and Outreach	38	241
Public Engagements	35	268
Public Engagement Contacts / Individuals	57	916

- **Ongoing and New Partnerships**
  - St Vincent de Paul –twice a week
  - The FISH of Vancouver – twice a week
  - The Center, Adventist Community Services – twice a week
  - Recovery' Café – weekly
  - Fourth Plain Community Commons – weekly
  - River City Church on Fourth Plain - weekly
- **Update on Progress**

  As word of mouth has spread about CRT, they are receiving calls from businesses that the team hasn't even visited or met with yet. This has been a real sign of encouragement to the team.

  The team recognizes that some individuals will be open to discussing resources that are available to them but will ultimately decline all services at the end of the engagement. This could be discouraging to some, but the CRT members have consistently shown how passionate they are about helping community members in need. Even though an individual might decline further assistance one day, the team has planted the seeds of creating a connection of trust with CRMHS which may lead them to finally being willing to accept help from others that they want and need.

Property Closures
None


Village at the Park
NE 92nd Ct
Orchards West Park
NE 54th St
American Fence Company
Regency Court
NE 53rd St
NE 94th Ave
Van Mall North Apartments
NE 52nd St
Vancouver Mall Loop
Faces in Bloom
Best Western Plus Vancouver Mall Dr...
4.1 (1366)
3-star hotel
Van Mall
Veterans Mem Fwy
205
Orchards Community Park
Simple Lawns & Landscape Design
NE Fourth Plain Blvd

Phases of Community Engagement

Phase 1 Inform & Engage	Phase 2 Site Readiness & Prep	Phase 3 Site Open & Ongoing

✓ Neighborhood notice
• In-person engagement
  • Meetings
  • Site tour
• Online engagement
  • Be Heard
  • Website
  • Social media
• Informational updates
• Earned media
	• Neighborhood updates
	  • Mailers
	  • Door hangers
	  • Meetings
	• Ongoing information
	  • Be Heard
	  • Website
	  • Social media
	  • Project email list
	  • Earned media
		• Pre-open media tour
		• Open house
		• Ongoing information
		  • Be Heard
		  • Website
		  • Social media
		  • Project email list

Q4 2024	**Q4 2024/25 – Q2 2025**	**Q3/4 2025**

Priority Audiences

Engagement will include targeted outreach to the following groups:

- Neighboring community members, including nearby residents, businesses, nonprofit organizations and faith communities
- Site managers and service providers who will support future bridge shelter residents
- Unhoused community members who will use the shelter and community members who are in the process of transitioning to permanent housing
- Vancouver community at large

AWC 2025 Potential Legislative Issues

Potential Legislative Issues

Topic area	Issue	Specific approach	Staff recommendation
Public Safety	Crisis co-responder programs	Support increased start-up grant funding and new ongoing operational funding for behavioral health crisis co-responder programs.	Significant issue
	Law enforcement recruitment and retention	Support (1) continued state funding of 100% of the BLEA costs; and (2) creation of new state grant funding for law enforcement recruitment and retention (3) support expansion of regional academies and funding to replace the outdated CJTC main facility.	Priority
	Juvenile crime	Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity	Significant issue
	Public Safety Sales Tax	Support bill to allow councilmanic implementation of public safety sales tax, and increase city maximum rate to parity with county rate	Significant issue
	Therapeutic Courts, Community Courts, Diversion Programs	Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs	Support/endorse
	Indigent defense	Support legislation to address indigent defense misdemeanor caseload standards and staff support requirements (if amendments are approved by Supreme	Significant issue

		Court) and for enhanced state funding for indigent defense.	
	Organized retail theft	Support additional prosecutorial and law enforcement resources to address retail theft	
	Reduce recidivism	(1) Consider amendments to the involuntary treatment act for individuals that repeatedly commit misdemeanor level crimes but refuse to participate in behavioral health and/or substance use disorder treatment that is available to them Provide additional criminal justice system resources to ensure that cases are dismissed only on the merits and not due to lack of resources	Support/endorse
Housing Affordability and Stability	Housing funding to improve supply	Support Real Estate Transfer Tax Explore new funding options for needs along the housing continuum, including home ownership and senior housing Explore dedication of existing revenues to housing purposes. Find new fiscal tools to build infrastructure to support growth	Priority
	Rent stabilization or assistance	Support balanced legislation addressing rental housing cost increases Support new legislation to remove preemption of local rent control policies Support additional funding for rental assistance programs	Committee needs more conversation
	Preserve mobile home parks	Advocate for more funding to support tenant opportunity to purchase.	Significant issue

		Expand CHIP program to cover septic conversions in parks Extend 70 day purchase window	
	Disincentivize investor purchases	Explore BC model and other approaches.	More research is needed
	Incentivize condominium construction	Work with coalition to support further progress in this area	Support/Endorse
Fiscal Sustainability	Address the arbitrary 1% cap	Continue to lead coalition in support of increasing property tax cap to tie it to inflation up to 3%	Priority
	REET Flexibility	Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority and the ability to set a progressive rate model similar to the one the state has adopted.	Significant issue
	Tax code structural changes	Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.	Support/endorse
	B&O Tax on Royalties	Support clarification of how to apply B&O taxes to business revenue related to royalties.	Support/endorse
Transportation	Advocate for sustainable revenue to support local preservation, maintenance, and operations needs	Support a transportation package that includes sustainable revenue that supports local preservation, maintenance, and operations, and includes direct distributions to cities and towns Advocate for retail delivery fee.	Priority

		Support making remaining TBD elements councilmanic	
	Culverts	Support inclusion of local barrier correction investments in transportation package Support full funding of Brian Abbott Fish Barrier Board list	Significant issue
Basic Infrastructure	Infrastructure funding	Advocate for direct and meaningful investments in local infrastructure for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account. Seek additional investments and technical support for cities and towns responding to PFAS detection and contamination.	Priority
Childcare	Increase availability of affordable and accessible childcare	Support efforts to increase affordable childcare access statewide, including construction of new facilities, increased workforce, increased access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas	Support/endorse
Homelessness response	Support encampment clean-up work in cities and private lands	Advocate for dollars similar to state ROW work but targeted to cities.	Significant issue
	Refugee assistance	Advocate for support for refugee assistance	Support/endorse
Solid Waste	WRAP Act	Support WRAP Act	Significant issue
Behavioral Health	Increase treatment capacity statewide	Support increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient;	Significant issue

		support continued expansion of forensic behavioral health treatment capacity	
	Increase behavioral health workforce	Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders	Significant issue
	Amend the Involuntary Treatment Act (ITA)	Engage in conversations regarding reform to the Involuntary Treatment Act	Monitor
General Government/ Human Resources	Address PMFL compliance issues	Seek opportunities to reduce impacts on employers from expansion of leave laws and other employee benefit enhancements.	Support/endorse
	Defend city liability exposure	Bring narrow proposal on joint and several liability that is specific to traffic incidents.	Significant issue
	Public Records	Continue to pursue changes to reduce the impacts of vexation litigation	Significant issue
	Public meetings	Explore updates to help address the trend of increasing disruptive activities and hate speech during public meetings.	Support/endorse
Broadband	Increase digital equity and accessibility statewide	Advocate for statewide funding that supports affordable connectivity Support policies that increase digital literacy and adoption	Support/endorse
Utilities	Electrical grid stability needs	Need details	
Land Use	Increase tools for annexation	Create new financial incentives	Support/endorse
	Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations	Require county to apply city development standards in unincorporated UGA to facilitate future annexations.	Support/endorse
Nutrient General Permit	Update Marine Dissolved Oxygen science	Continue effort to gain state support for investments to update Marine DO Criteria last set in 1967.	Significant issue