



proud past, promising future

CLARK COUNTY
WASHINGTON

COMMUNITY PLANNING

MEMORANDUM

TO: Clark County Councilors

FROM: Oliver Orjiako, Director

DATE: November 30, 2016

SUBJECT: Green Meadows

Purpose

Provide the Council information regarding the proposed annexation of the Van Mall North area (Exhibit 1), specifically the area around the Green Meadows golf course and a potential docket request to amend the comprehensive plan and zoning designation.

Background

The Green Meadows area including the golf course and surrounding area were zoned R-7.5 from 1961 to 1979 (minimum lot size was 7,500 sq. ft.) and then R1-6 (6,000 sq. ft.) in 1980 as part of a new zoning ordinance (Exhibit 2). The Comp Plan designation of open space was placed on the golf course in 1979, to recognize the open space nature of the golf course.

Green Meadows golf course has been in existence since 1960. Subdivisions around the golf course were developed between 1964 and 1989. The golf course was not included in any of the subdivision plats. Developers of Meadows Estate #2 asked for and received a waiver of Park Impact Fees (Exhibit 3) due to the provision of open space provide by the golf course and the recreational facilities in the clubhouse. However, the Parks Director at the time cautioned that: "...however, the covenants running with the plat do not guarantee public use forever."

The only mention of the golf course in the Declaration of Covenants and Restrictions (Exhibit 4) is in regards to lots abutting the golf course, providing a gate for ball retrieval.

The last development abutting the golf course was Meadow Estates 7. A portion of the golf course was included in part of the development proposal. An argument was made at the public hearing that the Open Space designation on the golf course, precluded its development. The Hearings Examiner (Exhibit 5) had two pertinent findings relating to the open space designation and compatibility with surrounding land uses:

"...The open space designation on the plan map reflects the historical use of the site as a golf course. The Board of Commissioners did not decide that the area used for the golf course should remain that way; they merely acknowledged the existence of the course on the map."

"... But it is not reasonable to expect undeveloped land in the urban area to remain undeveloped, even though it provides open space and other amenities in its undeveloped state, and it is not an expectation that the county land use laws protect. Compatibility does not infer no development."

"...Having a single family home next door is not as desirable as having a golf course and open space next door. But County land use laws allow land zoned for single family homes to be used for that purpose and do not protect the expectations of the owners of lot 8 in East Meadow Estates that the site would remain a golf course..."

The examiner approved the subdivision and the Board of County Commissioners upheld the Hearings Examiners decision on appeal.

The City of Vancouver and Clark County worked together to develop the 20-year Annexation Blueprint in accordance with the inter-local agreement (Exhibit 6) resulting from the adoption of the Clark County Comprehensive Plan, adopted in 2007. The Van Mall North area is identified in the City of Vancouver annexation blueprint in the 1-5 year range (Exhibit 7). The northwest portion of the annexation area is identified in the Minnehaha map and was identified to be annex in 5-10 years (Exhibit 8). The City is using the petition method of annexation, using signed covenants for annexation as a result of service delivery as a proxy for citizen petition signatures. The City is scheduled to complete the annexation in 2017. Within the agreement there are provisions (5C Development Standards and 5F Other Consultation) for consultation between the jurisdictions regarding land use matters and the potential for inter local agreements to achieve consistency where a lack of consistency has been identified.

Wetlands

At the time of the Meadow Estates and Green Meadows golf course development there were no regulations regarding wetlands. The current GIS mapping indicates the presence of wetlands on the golf course. GIS mapping indicator of wetlands would trigger wetland delineation. Delineation will determine the presence, category, score and buffers required to adequately protect wetland habitat and water quality functions per the Wetland Protection Ordinance (40.450.030E). Comparing the wetland rating category, the wetland score and intensity of land use proposed on development sites are what define wetland buffers.

Process and Timing

Clark County Code 40.560.030 Amendments Docket states: "Requests for map or text amendments to the comprehensive plan or implementing development regulations received by the county prior to September 1st will be considered for the following year's work program." In addition, Clark County Code 40.560.010D(4)

states: "Annual review applications will not be accepted for properties within an urban growth boundary which are in the process of being annexed."

The county generally entertains docket items with the permission and support of the property owner. The property owner of the golf course has not come forward asking for a docket or annual review.

Plan Amendments considered during 2017 would become effective January 1, 2018. This would be after the proposed annexation by the City of Vancouver.

Attachments

Exhibit 1 - Van Mall North Annexation Map

Exhibit 2 - 1980 Zoning Map

Exhibit 3 - Parks Fees Correspondence

Exhibit 4 - Covenant Meadows Estate

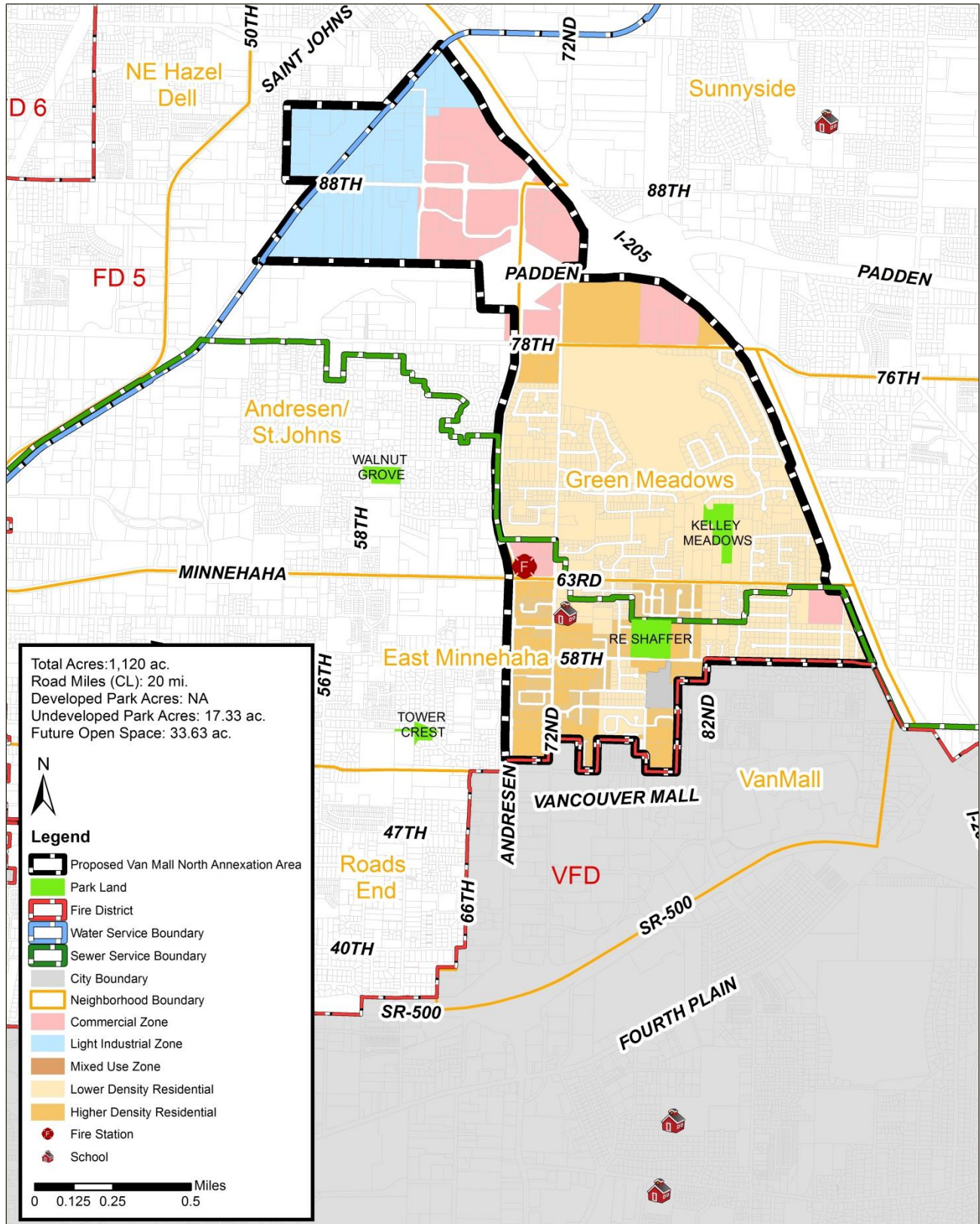
Exhibit 5 - Hearings Examiner Decision

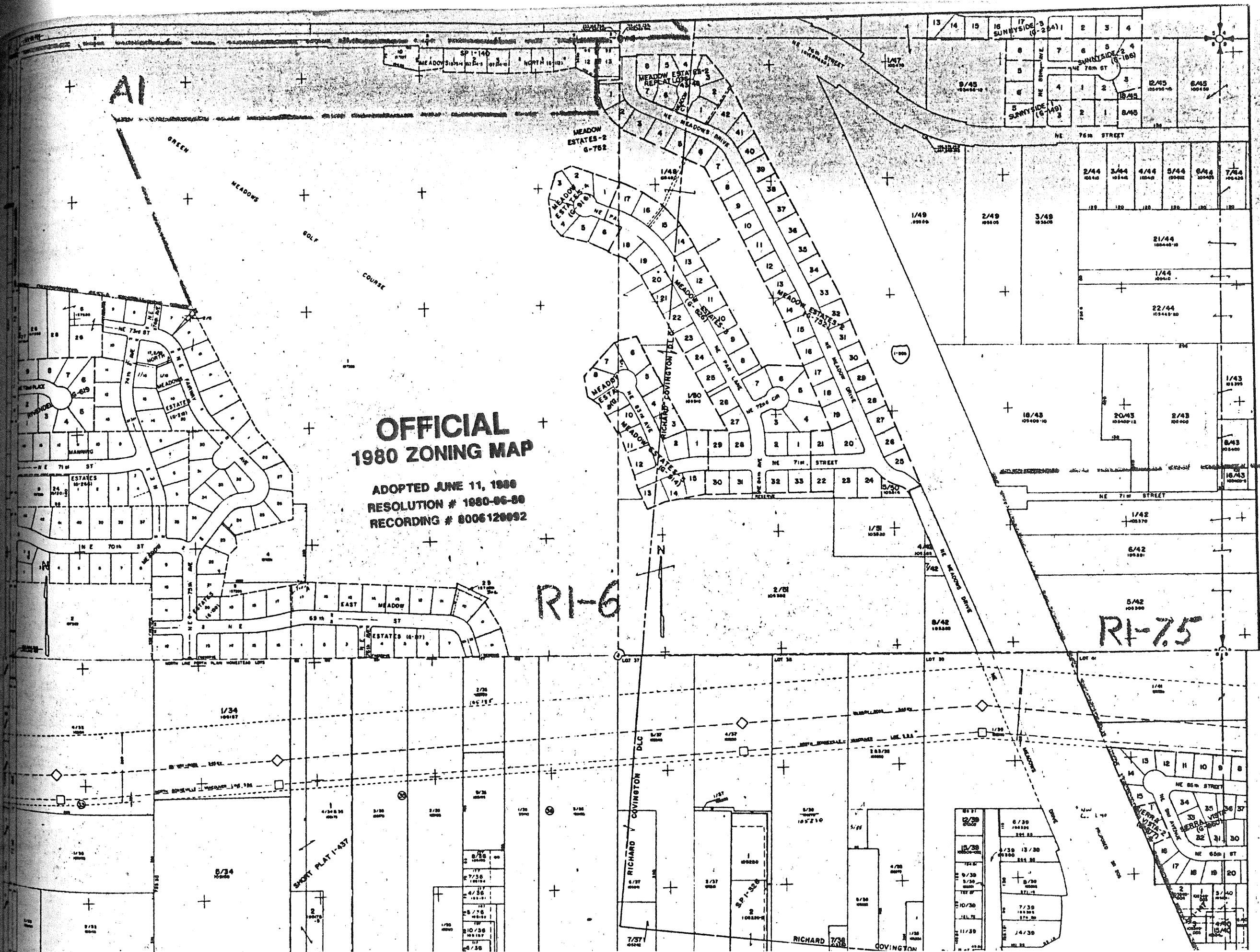
Exhibit 6 – Interlocal Agreement

Exhibit 7 – Van Mall North Map

Exhibit 8 – Minnehaha Map

PROPOSED VAN MALL NORTH ANNEXATION AREA





**OFFICIAL
1980 ZONING MAP**

ADOPTED JUNE 11, 1980
RESOLUTION # 1980-06-80
RECORDING # 8006128992

R1-6

R1-75

Memorandum

To:	JAN ROSHOLT, DIRECTOR OF PUBLIC WORKS	Date: JULY 15, 1976
From:	DOUGLAS W. BRIDGES, DIRECTOR OF PARKS	<i>DLB</i>
Project:		
Subject:	MEADOW ESTATES #2	

The Parks Department has reviewed the plat of Meadow Estates #2 and has the following comments:

1. The plat consists of 46 lots which are to be developed around a remodeling of the Green Meadows Golf Course. The pre-existing plat, Meadow Estates, was tied to the development of an 18-hole golf course, swimming pool and a recreation building.
2. Those owners of the lots bordering on the golf course may have the lasting benefit of open space because of the golf course. They may also have the lasting benefit of close-at-hand recreational facilities.
3. The concern that led to the adoption of the park ordinance which requires land or money to be donated for parks was that there be a guarantee of parks and open space for residents of the County. The provision of the golf course and recreation facilities answers this concern; however, the covenants running with the plat do not guarantee public use forever.
4. The developer has invested money in the past and is continuing to do so with this development. Please note attached letter, which itemizes those improvements.

It is the opinion of this department that considerable investment has been made by the developer in the provision of open space and recreation facilities which are available to the residents of this subdivision as well as the general public. We therefore recommend that for Meadow Estates #2, credit be given for these improvements in lieu of the park assessment.

RECEIVED

JUL 15 1976

CLARK COUNTY
Dept. of Public Works
OFFICE DIVISION

1408 Franklin
Vancouver,
Washington 98660
Phone: 699-2467



Green Meadows Golf Course, Inc.

DINE AT THE FAIRWAY ROOM . . . BANQUET FACILITIES

7703 Northeast 72nd Avenue • Vancouver, Washington 98661

July 15, 1976

RECEIVED

Mr. Bridges
Clark County Washington
Department of Parks and Recreation
1408 Franklin
Vancouver, WA

JUL 15 1976

CLARK COUNTY
Dept. of Public Works
OFFICE DIVISION

Re: Final plat of Meadow Estates-2

Dear Mr. Bridges:

We are presently finalizing the above plat and we again request that the lots therein be exempted from the parks and recreation assessment. I wish to re-enforce this request with the following information which is supportive to our position and is additional to the facilities outlined in our earlier correspondence. I have enclosed a copy of this letter regarding the preliminary plat on Meadow Estates-2.

You requested that these lots be tied to our recreation facilities by a distinct path and this is provided. We are constructing an eight foot hiking, bicycling, and cart path, approximately 2,500 feet in length, to the Green Meadows recreation facilities. These facilities, as well as the golfing, are available to all of the Meadow Estates residents, both present and future.

We are further expanding the recreation buildings by 11,000 square feet. The addition includes three handball courts, full size gymnasium, exercise rooms for men and women--including approximately \$20,000.00 in equipment, television and reading room, offices and baby-sitting areas, modern entrance and public viewing areas for handball courts, saunas for men and women, community whirlpool located in the indoor swimming pool area, remodeled dressing-shower and locker rooms for men and women, and all facilities to be carpeted or finished with hardwood floors. These entire facilities are presently under construction and will be completed by September 30, 1976, all at an additional cost of \$215,000. There will be provided modern parking facilities for 80 cars and the entire recreation area will be landscaped and lighted.

I have attached architectural drawings of our new facilities.

Telephone: 892-5062
Pro Shop: 256-1160

Green Meadows Golf Course, Inc.

DINE AT THE FAIRWAY ROOM . . . BANQUET FACILITIES


7703 Northeast 72nd Avenue • Vancouver, Washington 98661

We are also providing golf course fairways, greens and tees adjacent to these lots and we wish to express that this provides open view and space for said lots in a park-like atmosphere.

We again urge you and your staffs consideration of these exceptional facilities and thereby exempt the above lots and residents from assessment for further parks and recreation participation.

Sincerely,

FRANK, GRIMM & GREER


Leo M. Frank

Telephone: 693-3619
Pro Shop: 693-1213

Green Meadows Golf Course, Inc.

DINE AT THE FAIRWAY ROOM BANQUET FACILITIES
7703 NORTHEAST 72ND AVENUE VANCOUVER, WASHINGTON 98662

RECEIVED

Clark County Washington
Department of Parks and Recreation
Rt. 2 Box 11-A
Battle Ground, Washington

JUL 16 1976

CLARK COUNTY
Dept. of Public Works
OFFICE DIVISION

Attn: Dough Bridges, Director

Re: Preliminary Plat of Meadow Estates-2

Dear Mr. Bridges:

I understand your office customarily recommends to the Clark County Planning commission that they approve new subdivision plats subject to either a per lot assessment for purchase of future open space areas for schools and recreation or an outright dedication of part of the platted land for such purposes. I would not question the need for funding and planning the future needs of the county in this area but I wish to enunciate several reasons why the above plat should be exempt from this assessment or dedication.

I believe the planners accept your recommendations to fund county needs in this manner on the theory that the developers cause the population expansion in certain areas and that such costs can be passed off to future buyers. In our case these costs would impose an unusual burden since we have already provided many recreation facilities which are available to all the purchasers of lots in the above plat as well as other present and future plats in the area. The facilities mentioned below have cost us substantially to construct and annually tax us for continued operation and maintenance.

We have, as you personally observed, a recreation center located on approximately five acres. This center has two swimming pools, one indoor and one outdoor. Our annual cost of operation exceeds \$25,000.00 for this facility and our income is less than half that amount. Our investment here exceeds \$130,000.00 and we need additional funds for expansion. We have a childrens game room and an unfinished area of twenty four hundred square feet in the recreation building. Our parking lot is gravelled but unpaved and last summer we installed 600 feet of public access road from 72nd avenue to the center. This road was built at the request of the regional planners office. The public is invited to use these facilities at very reasonable fees.

Telephone: 653-9819
Pro Shop: 693-1213

Green Meadows Golf Course, Inc.

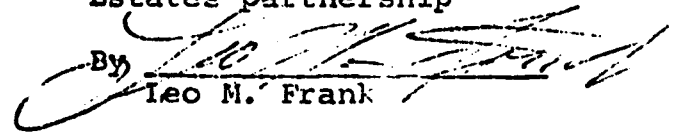
DINE AT THE FAIRWAY ROOM BANQUET FACILITIES
7703 NORTHEAST 72ND AVENUE VANCOUVER, WASHINGTON 98662

We also have a public driving range for golfers and this facility is adjacent to the center. There is also 110 acres of golf course abutting the platted lots. The open space of the golf course provides a full time scenic view as well as a park area for the residents to roam in the evenings. Substantial funds from the previous Meadow Estates developments made this possible. We are presently budgeting additional funds from the above plat to further develop the golf course. It should be further noted that we have provided golf to several public school golf teams annually for the past twelve years for their practice and tournaments. There has never been an assessment of any kind for this use.

Other developers in this area benefit from our facilities without contribution to our expenses and costs. Any assessment to our plat requires additional pricing on the lots and make it more difficult for us to compete. An assessment will also make it clear to future developers that voluntarily providing such facilities will not lessen their responsibility to the county. I sincerely hope that we may have your cooperation in this matter. Thank you.

Yours very truly

Ratermann, Frank, Greer &
Schauer, d.b.a. Meadow
Estates partnership

By 
Leo M. Frank

cc: Clark County Planning Commission
Regional Planners

RECEIVED

JUL 10 1976

CLARK COUNTY
Dept. of Public Works
OFFICE DIVISION

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF MEADOW ESTATES

The following reservations, restrictions, conditions, covenants, and agreements shall run with the land, shall be binding upon all parties hereto and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, covenants, and agreements shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years unless by vote of 75% of the then owners of the lots in MEADOW ESTATES agree to change or alter them in whole or in part; and provided that such election to modify shall be made a matter of public record by recording in the office of the Auditor of Clark County, Washington.

1. LAND USE. No lot as platted shall be resubdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than: (a) one detached single family dwelling not to exceed two stories in height; (b) a private garage for not more than 2 cars; (c) such other out buildings as may be incidental to the use of such lot for private residential purposes.

2. DWELLING SIZE. The main floor area of the dwelling structure, exclusive of basements, open or screened porches and attached garages, shall be not less than 1400 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story. For the purpose of interpretation of this paragraph those dwellings with daylight basements shall be classified as single story, with the basement area excluded from computation of footage; also provided that split level homes shall have a total finished living area (excluding any garage area) on all levels of not less than 1600 square feet of floor area.

3. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on one lot to encroach upon another lot. All outbuildings including detached garages, shall be located to the rear of the rear main building line.

4. FENCES. The height of ornamental fences shall be limited to 3 feet above finished grade level from the front lot line back as far as the front line of the main structure projected to the side lot lines, and shall be limited to 5 feet for the remainder of the lot to the rear of said projected line; provided, however, that screening fences surrounding swimming pools, may be 8 1/2 feet in height.

5. COMPLETION. Construction of any dwelling shall be completed, including exterior decoration, within one year from the date of the start of such construction. No outbuilding or other incidental structure shall be offensive in character or construction and shall reasonably conform in design and decoration with the main structure.

(continued)

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
7. OLD BUILDINGS. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
8. SIGNS. No sign shall be displayed to public view on any lot, except as follows:
- (a) One plate of professional men, not larger than two square feet.
 - (b) One sign not larger than five square feet, advertising the property for sale or rent.
 - (c) Builder's sign during construction and initial sale period.
9. NUISANCES. No noxious or offensive thing shall be done or carried on or kept or used on any lot in said addition which shall be or may become a nuisance or annoyance to the neighborhood or which shall or may detract from its value as an attractive residential district. All lots shall be kept clean. No weeds or noxious vegetation shall be allowed to grow on any lot. If the owner of any lot shall violate this restriction the dedicators, or their successors, or designated agent may notify the owner in writing and if the owner fails to comply within 10 days said dedicators or agent may have such violation removed and the charges therefor billed to the owner.
10. ANIMALS. No animals or fowls of any kind shall be raised or kept on any of the said lots, except dogs or cats or other household pets, if not raised or kept for sale, and provided they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.
11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be removed from the premises at regular intervals. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.
12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded herewith, and in addition thereto an easement is hereby reserved over and across all land situated within 5 feet of the rear and interior side lines of each lot for storm water drainage or the installation and maintenance of water, gas, sewer, telephone and electric lines and other services now or hereafter commonly supplied by public utilities.

(continued)

13. UTILITIES. Any dwelling constructed on any lot within said plat shall take electric service from the Clark County Public Utility District system and only through underground service wires or cable and shall be equipped with an entrance panel of not less than 200 amp capacity and a District approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulations; further, any dwelling so constructed shall constitute a "total electric dwelling", designed, constructed, and equipped for the use of electric power for all energy required for lighting, cooking, appliances, hot water, heating, air-conditioning and space heating to the exclusion of fossil or other types of fuels, except in wood burning fire-places.

Provision is herein imposed, however, that in the event of variance from the foregoing, the owner of the subject lot at the date of commencement of construction shall pay the sum of \$250.00 in cash to the developers or their successors in interest, as reimbursement to them for an incurred obligation to said Utility District. Lots 1, 2, and 43 shall be excepted from the effect of this paragraph.

14. The purchasers of each lot, their successors, assigns or heirs, other than the original developers or their successors, shall be required to commence construction on such lot within two years of the date of acquisition, or shall at the election of the original developers or their successors reconvey such lot to said developers upon being tendered an amount equal to the original sale price.

15. Any restrictions herein contained may be changed or modified by the written agreement of the owners of 75% of the land contained within said plat to take effect upon the recording of such agreement in the Records of Clark County, Washington.

16. It is further agreed and covenanted that no breach of any restriction contained in this declaration shall of itself work a forfeit of land conveyed in fee simple, but any such breach shall give the declarant or any owner of land in said plat the right to compel performance of those agreements and to abate and remove at the expense of the then owner or owners of the property any structures or erections in violation of them through the court or courts having jurisdiction in such cases. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. SPECIAL VARIANCE. It is herein provided that Lot 1 of this plat shall be exempted from the effect of Paragraph No. 2 and No. 7.

BEFORE THE LAND USE HEARINGS EXAMINER
FOR CLARK COUNTY, WASHINGTON

Regarding an application by Leo Frank & Don Grimm) FINAL ORDER
for a preliminary plan for an 11-lot subdivision for land)
adjoining NE 69th St. south of Green Meadows golf) SUB 89-13-822
course in unincorporated Clark County, Washington) (Meadows Estates 7)

I. SUMMARY OF THE REQUEST, ISSUES, AND ACTION

The applicant requests approval of a preliminary plan for an 11-lot subdivision and an open space tract. Proposed lots comply with the dimensional standards of the R1-6 zone. The applicant also proposes to dedicate right of way for NE 69th Street from an existing stub at the east edge of the site to the west edge of the site and to improve that street so it complies with the Road Standards.

Residents of earlier Meadow Estates phases objected to the proposed extension of 69th Street to the west edge of the site, because they do not want 69th Street east and west of the site to connect. They submitted alternative street plans. County staff and the Fire Marshal recommended the connection to provide an east-west cross street that complies with the Road Standards Ordinance and to provide emergency access from two directions.

Residents of earlier Meadow Estates phases also objected to the loss of habitat and vegetation caused by the development, the use of flag lots in the subdivision, and loss of views caused by development of proposed lots north of 69th Street. Representatives for one neighbor submitted photographs and slides illustrating the impact of potential development on lots at the west edge of the site and argued against approval of the plan because of perceived adverse effects on views, privacy, and expectations that the land adjoining the lot would remain as part of the golf course.

The examiner twice continued the public hearing to provide time for the parties to obtain counsel and new evidence and to discuss issues outside of hearings. The examiner also held open the record for one week to allow Mr. Howsley to respond to a memorandum submitted by the applicant at the May 25 hearing in this matter. The examiner concludes that the preliminary plat should be approved subject to conditions, including a condition regarding setbacks and height limits for structures on lot 5, and that 69th Street should extend through the site as proposed.

LOCATION: Adjoining NE 69th Street (extended) between 72nd Ave. & Meadows Drive; Portions of Tax lot 11/36 (105198) and 1 (157288), Sec. 8, T2N, R2E, WM, Clark Co.

APPLICANT: Leo Frank & Don Grimm

PROPERTY OWNER: Same as applicant

SITE AREA: About 5 acres

APPLICABLE LAW: CCC 2.51 (Hearings examiner), 12.05 (Roads), 13.26 (Drainage), 17.301 (Subdivisions), 18.308 (Single Family zones); RCW 58.17 (Land divisions)

STAFF RECOMMENDATION: Conditionally approve

EXAMINER'S DECISION: Conditionally approved

II. FINDINGS ABOUT SITE AND SURROUNDINGS

A. *Site size and shape :*

The site is an irregularly-shaped combination of parcels 330 to 500 feet east-west and 100 to 600 feet north-south. It contains about 5 acres.

B. *Site location :*

The site adjoins NE 69th Street (extended) south of the Green Meadows golf course at about 80th Avenue on the street grid. It is about 1500 feet west of Interstate-205.

C. *Existing uses and structures :*

The north portion of the site contains rough and out of bounds areas for the Green Meadows golf course. The middle of the site is forested pasture. The south portion of the site contains part of a 345 kV power line corridor.

D. *Proposed uses and structures :*

1. The applicant proposes to create up to 11 lots for single family detached dwellings. The smallest lot in the subdivision contains about 9100 square feet. The average lot size is almost 10,200 square feet. The average depth of each lot exceeds 95 feet. The average width of each lot exceeds 75 feet. All lots will have at least 20 feet of frontage on 69th Street; except Lot 9 will have an easement for access to that road.

2. The applicant did not submit plans for structures to be built on each proposed lot. The examiner assumes each lot will be developed with a single family structure that complies with applicable dimensional and setback standards of the R1-6 zone.

3. The applicant will extend NE 69th Street from the east edge of the site to the west edge of the site. The applicant submitted a future street plan showing 69th Street can be extended further west to intersect a potential north-south street that extends south from existing 69th Street to 63rd Street.

4. At the May 25 hearing in this matter, the applicant agreed to limit the height of structures on proposed lot 5 to one story and to convey a several hundred square foot triangle of land to the adjoining property to the west (Lot 8 of East Meadow Estates).

E. *Existing and proposed vegetation :*

The north portion of the site contains a few trees and lawn adjoining the 4th hole of the Green Meadows golf course. The south portion of the site contains about 30 mature conifer trees, shrubs, and pasture. The applicant did not submit landscape plans for the site. The examiner assumes vegetation from building areas and roads will be removed, and each lot will be landscaped with materials typical of single family lots in the area.

F. *Topography and drainage :*

The site contains Hillsboro silt loam soils with slopes up to 8 percent. This soil has moderate water permeability. There is a public storm water pipeline in 69th Street serving the area east of the site. Storm water from the site can drain to that pipeline.

G. Plan designation and zoning :

The plan map designates the north portion of the site and the adjoining land to the north as Open Space. The plan map designates the south portion of the site and adjoining land to the west, south, and east as Urban Low Density Residential. The site and surrounding area, including the golf course, are zoned R1-6 (Single Family Duplex Residential).

H. Public services and utilities :

1. The site can be served by public water and sewer systems operated by the City of Vancouver and Clark County Public Services, respectively.

2. The site is in Fire District #5. The Fire Marshal responded to the SEPA determination in this case by saying the district can serve the property. The Fire Marshal also said:

We would strongly urge that provisions be included in the approval that ensures that future access can be provided by the extension [of] NE 69th Street to the west and NE 80th Avenue to the south.

I. Streets and access :

1. The east edge of the site adjoins a stub of NE 69th Street. It is classified as an urban neighborhood access street. It has a paved width of 40 feet in a 60-foot wide right of way.

2. NE 69th Street carries traffic about 1200 feet east through earlier phases of the Meadows subdivision to Meadows Drive, a neighborhood access street with a 28- to 36-foot wide paved section between gravel shoulders for most of its length. Meadows Drive between 63rd and 78th Streets carries about 675 vehicles per day, based on 1988 traffic counts by the County. This is not significantly more traffic than it carried in 1986. From there traffic can travel south to 63rd Street or north to 78th Street, both of which are secondary arterials. 78th Street carries about 10,000 vehicle trips per day (VPD) in the vicinity of the site, based on 1986 traffic counts. 63rd Street carries about 3200 to 4500 VPD in the vicinity of the site, based on 1988 traffic counts.

3. 69th Street to the west also has a 40-foot paved section in a 60-foot right of way. When 69th Street is extended west of the site to intersect with existing 69th Street to the west, traffic can travel west on 69th Street to 75th Avenue, north on 75th Avenue to 70th Street, and west on 70th Street to 72nd Avenue. From there, traffic can travel north to 78th Street or south to 63rd Street. When land between 63rd and 69th Streets develops, a north-south street will be extended to connect them. This will draw some of the traffic that otherwise would travel east to Meadow Drive or west to 72nd Avenue for access to the south.

4. All vehicular access to lots in the subdivision is proposed to be from the planned extension of 69th Street. The proposed development is expected to generate about 110 VPD, based on the Institute of Traffic Engineers Trip Generation Manual. When 69th Street is extended west of the site to intersect existing 69th Street to the west, County staff estimate 50 to 100 VPD will travel west on 69th Street to 72nd Avenue, including traffic from the site and existing development to the east.

5. The area between NE 63rd and 78th Streets in the vicinity of the site does not have north-south access except by means of Meadows Drive about 1200 feet to the east and 72nd Avenue (a neighborhood access street) about 2750 feet to the west. The Board of Commissioners decided not to extend a planned north-south street (Parr Lane) from 69th Street to 63rd Street, therefore one principal opportunity for a north-south access route has been lost. The area between NE Meadows Drive and 72nd Avenue does not have any through east-west access. Existing development makes it impracticable to provide east-west access north of 69th Street. There are several streets in the vicinity of the site that now violate the maximum cul de sac length standard of 600 feet, including Parr Lane and 69th Street east and west of the site. The area does not comply with County standards for cross circulation, which call for streets at least every 800 feet.

J. Surrounding land uses :

1. The land to the north is developed for the Green Meadows golf course and related open space.
2. Land to the west of the north portion of the site is in the East Meadow Estates subdivision, and is developed with single family detached dwellings. The northwest edge of the subject site is the east edge of Lot 8 in East Meadow Estates. Lot 8 is developed with a one-story single family home. Land to the east of the north portion of the site is in the Meadow Estates 6 subdivision and is developed with two-story single family homes.
3. West and east of the south portion of the site and south of the site are open space, scattered single family homes on oversize lots, and the BPA power line.

III. APPLICABLE APPROVAL STANDARDS

A. *Clark County Code (CCC) 2.51 (Hearing Examiner).*

CCC 2.51.130 provides:

...[T]he examiner shall render a written decision which shall include at least the following:

- (1) Findings based upon the record and conclusions therefrom which support the decision. Such findings and conclusions shall also set forth the manner by which the decision would carry out and conform to the county's comprehensive plan, other official policies and objectives and land use regulatory enactments.
- (2) A decision on the application which may be to grant, deny, or grant with such conditions, modifications and restrictions as the examiner finds necessary to make the application compatible with surrounding land uses, and comprehensive plan, other official policies and objectives, and land use regulatory enactments. Examples of the kind of conditions, modifications, and restrictions which may be imposed include, but are not limited to additional setbacks, screenings in the form of fencing or landscaping, restrictive covenants, easements, dedications of additional right of way, and performance bonds...

EXHIBIT 5

B. CCC 17.301 (Subdivisions).

CCC 17.301 requires that subdivision applications contain certain information and comply with applicable rules of the zoning and road standards ordinances.

C. CCC 18 (Zoning).

CCC 18.308.020 provides that the permitted uses in the R1-6 zone include detached single family dwellings and accessory structures. CCC 18.308.060 contains dimensional standards for lots and buildings in the R1-6 zone. It provides that a lot in the R1-6 zone must contain a minimum of 6000 square feet with an average lot width of 50 feet and an average lot depth of 90 feet. Also it requires building setbacks of 20 feet on the front, 10 feet on a street side, 5 feet on an interior side, and 5 feet on the rear.

D. CCC 12.05 (Roads) and 13.26 (Drainage & erosion control).

1. CCC 12.05 prescribes the right-of-way width and improvement requirements for public and private streets, and authorizes the County Engineer to condition approval of development permits on compliance with those requirements.

a. CCC 12.05.370 (Street extensions) provides:

Where a public or private road has been constructed or created in such a manner as to be able to be extended or widened in accordance with adopted road plans or this ordinance, then:

(1) All residences, buildings, or structures shall be constructed in such a position on the property that they will not interfere with the extension or widening of the roadway to adjacent areas and shall be so situated that such extension will make orderly and planned development for additional road installations to meet reasonable minimum requirements of good and safe traffic circulation, and;

(2) Right of way or private easements necessary to such extension or widening and falling within the parcels being developed shall be granted or created as a condition of development approval.

b. CCC 12.05.340 (Developments - crossroads) provides:

On all dedicated rights of way exceeding 800 feet in length, cross streets shall be provided at intervals not greater than 800 feet in the urban area; Provided, in order to minimize through traffic in residential neighborhoods, an overall development plan providing longer intersection intervals may be approved so long as it provides adequate vehicular circulation in the vicinity of the development..

c. CCC 12.05.025 (County roads - design criteria) provides that an urban cul de sac may not exceed 600 feet in length.

d. A neighborhood access street, such as 69th Street, is intended for fewer than 2000 vehicles per day in a 36-foot wide roadway with curbs and sidewalks in a 54-foot wide right of way. Full service intersections should be at least 125 feet apart along such a street.

EXHIBIT 5

- e. CCC 12.05.310 provides that development on a lot adjoining a public road can be approved only if the road complies with right of way standards in CCC 12.05.300.
2. CCC 12.05 also provides standards for driveway location, and authorizes the County Engineer to require that future driveways be situated to comply therewith.
3. CCC 12.05.330 requires drainage facilities sufficient to prevent water damage from normal rainfall or surface water. CCC 13.26 provides the applicant must:
- a. Prepare and implement a plan to prevent an increase in off-site storm water flows or surface water pollution from the development and to accommodate existing and potential storm water flows onto the site; and
 - b. Unless storm water is retained on-site, contribute to the development of the regional drainage system and coordinate on-site development with that system.
4. CCC 12.05.400 provides:
- In cases where unusual topographic conditions, nature of existing construction, unique development design or similar factors would make adherence to the width, design or alignment standards of this chapter undesirable or impracticable, the requirements of this chapter upon written request may be modified by the development approving county authority...

E. State Environmental Policy Act (SEPA)

SEPA requires an assessment of potential environmental effects of a proposed land use change to decide if a given change will have a significant effect. If the County's Responsible SEPA Official decides a given change is likely to cause a significant adverse effect based on a review of certain environmental documents, the applicant must prepare an environmental impact statement or comply with mitigating conditions.

F. Relevant Comprehensive Plan Text .

1. The Housing Element of the Comprehensive Plan provides the following in part:

It is the objective of the community to strive for the highest quality of living environments for all citizens, while enabling each citizen to choose a home from among a variety of housing types and residential areas. New developments should be reviewed with consideration of open space, environmental characteristics, traffic circulation, presence and adequacy of public services/facilities, and surrounding land use, while aiming at adequate, economical, well-constructed housing for all residents of Clark County...

The community should encourage increases in existing densities in selected locations to make more efficient use of land and to help provide a variety of housing types...

The intent of the plan is to encourage in-fill developments where vacant land has been bypassed in the development process, with densities allowed that are greater than allowed in related single-family lot areas. Suburban areas should develop in a manner which will allow orderly urbanization in the future.

2. The Open Space element of the Comprehensive Plan provides the following in part:

An important consideration in planning for the urbanization of land is the necessity to ensure that important natural drainage ways and associated steep slopes, wetlands, floodplains, and erosion areas are maintained in open space... Methods of retaining these designated areas in open space should include consideration of the following:

Encourage or, where appropriate, require developers to grant public easements of designated open spaces to provide for the long term maintenance of drainage ways.

Provide incentives to build outside designated open space through the Planned Unit Development process.

G. *Washington Revised Code 58.17 (Land divisions).*

The county ... shall determine if appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, ... streets, alleys, other public ways, ... parks, playgrounds, ... and shall consider all other relevant facts and determine whether the public interest will be served by the subdivision and dedication. If it finds the proposed plat makes appropriate provisions, then it shall be approved. If it finds that the proposed plat does not make such appropriate provisions or that the public use and interest will not be served, then [it] may disapprove the plat.

IV. SUMMARY OF HEARINGS AND TESTIMONY

A. *Hearings.*

The examiner received testimony at the public hearings about this application on April 13 and May 2 and 25, 1989. The examiner kept the record open until June 2, 1989 for submission of a response to a memorandum submitted by the applicant at the May 25 hearing. A record of all testimony is included herein as Exhibit A (Parties of Record list), Exhibit B (Videotaped Proceedings), and Exhibit C (Written Testimony). The exhibits are filed at the Clark County Department of Public Services.

B. *Testimony.*

1. Mr. Schlack, Mr. Jellison, and Mr. Graham testified on behalf of the County, and summarized the planning manager's report and recommendation.

a. Mr. Jellison also submitted a memorandum dated May 2 in which he estimated future traffic volume west on 69th Street after it is connected with 69th Street through the site would be 50 to 100 vehicle trips per day more including traffic from the site and existing development to the east. Also he recommended against alternative street designs proposed by Mr. Otier prior to the May 2 hearing, because the resulting cul de sacs were 1200 to 1300 feet long, would violate crossroad spacing standards, and would inhibit emergency access contrary to Fire Marshal recommendations.

EXHIBIT 5

b. Deputy Prosecuting Attorney Rich Lowry submitted a memorandum to the examiner dated May 18. In that memorandum he advises: (1) that the examiner cannot consider claims of equitable estoppel; (2) that the zoning code controls in the event of a conflict with the plan map or text; (3) that a stub street is not a cul de sac; and (4) that crossroads should be provided on- rather than off-site.

2. Bolton Minister testified for the applicant at the April 13 and May 2 hearings. Mr. Frank testified at the May 2 hearing. Mr. Horenstein testified for the applicant at the May 25 hearing.

a. The applicant agreed to comply with the conditions of approval recommended by the County staff.

b. At the May 2 hearing, Mr. Minister presented a revision of the preliminary plat showing a slight modification in the northwest edge of proposed lot 5 and agreeing to impose a 10-foot side and rear setback for the structure on that lot. Also at the May 2 hearing, Mr. Frank introduced photographs of the site as it relates to lot 8 in the East Meadows subdivision to the west. He argued that existing vegetation blocks the view of the golf course from the home on lot 8. He argued it would be unreasonable to delete lot 5.

c. At the May 25 hearing, Mr. Horenstein (1) presented a further modification of proposed lot 5, (2) proposed to convey a several hundred square foot triangle of land from the common space to lot 8 in the East Meadows subdivision to the west, (3) agreed to restrict the structure on lot 5 to one story, and (4) submitted a written memorandum. He argued that it is not a legitimate governmental purpose to preserve the golf course status of the Simpson lot, and that the open space provided is consistent with representations.

In the memorandum he argues (1) that the examiner does not have jurisdiction to consider equitable estoppel as a grounds to deny or condition the subdivision; (2) that the Open Space comprehensive plan designation that applies to the site does not prevent approval of lots that comply with the zoning code; (3) that the proposal warrants approval because it complies with applicable standards, and it would be inappropriate to base the decision on a vague concept of public interest without evidence of specific adverse effects; and (4) that the examiner cannot deny or condition the plat to prevent creation of proposed lot 5, based on recent case law as applied to the facts of this case.

3. About 10 residents of the vicinity of the site testified against the proposed subdivision and future street plan. About 20 residents of the area also signed a petition against approval of the subdivision. Much of the testimony concerned the loss of trees, views, and habitat, traffic impacts on 69th Street to the west, and the common perception among residents of prior phases of the development that the land being divided would remain part of the golf course. Mr. Lewis also objected to lot 8 because it is a flag lot, and to lot 9 because it does not have adequate frontage.

a. Several adjoining residents and Mr. Howsley spoke on behalf of Mrs. Simpson. She owns lot 8 in East Meadow Estates west of proposed lot 5. Mr. Bond submitted drawings and pictures of the Simpson home and explained how views from the home are oriented toward the adjoining golf course. He submitted a drawing showing the tee and most of the fairway for hole 4 and the green for hole 3 used to be within the area now proposed to be divided.

EXHIBIT 5

He submitted testimony and evidence that lots in East Meadow Estates adjoining the golf course cost more and are assessed at a higher value than those that do not adjoin the course, and argued the proposed subdivision would adversely affect the value of the Simpson property because it would lose golf course frontage and views. Other witnesses agreed. Mr. Biddle testified the Simpson garage would be about 6 feet from the 69th Street right of way if extended as proposed.

b. Mr. Howsley appeared on behalf of Mrs. Simpson at the May 2 and 25 hearings. He submitted a memorandum at the May 2 hearing and on June 1. On May 25, he submitted slides showing the height of a one- and two-story structure 10 feet inside the side and rear lines of proposed lot 5 to show it would create adverse effects on the Simpson home. He argued the vegetation on the Simpson parcel does not obscure its view of and from the golf course.

(1) In his May 2 testimony and memo, he argued and submitted a certified statement that the Simpsons (and at least 8 other individuals) bought what was represented to them to be a golf course lot and relied on that representation when designing their home; therefore, he continued, the applicant should be equitably estopped to use the golf course adjoining the Simpson lot for development. Also he argued the subdivision is inconsistent with the site's open space plan designation and results in loss of open space.

(2) In his June 1 memo, he argues the effect of lot 5 on the Simpson property makes the plat incompatible with surrounding land uses and use of open space land for homes is inconsistent with the comprehensive plan; therefore the plat is not in the public interest. He argues the plat does not provide for open space, one of the elements of RCW 58.17. He argues prohibiting development of a part of what was a golf course for 25 years does not deny the applicant a reasonable use of the property, because it can continue to be used as a golf course. He urged the examiner to deny the application without prejudice, and the applicant be required to revise the preliminary plan so it is more compatible with the Simpson home or to condition the plat to eliminate proposed lot 5.

c. At all three hearings in this matter, Richard Otter testified against the future street plan and the extension of 69th Street to the west edge of the site.

(1) He was concerned that the character of the area along 69th Street west of the site will change because of the increased traffic resulting from the connection with 69th Street east of the site. He argued 69th Street will be the main route to the Green Meadows clubhouse, so traffic volumes will be greater than expected by the County. He said there are fire hydrants within 500 feet of existing homes to the west, so the street connection is not necessary for emergency access. He said more and better information about traffic is needed before the two sections of 69th Street connect.

(2) He presented alternatives to the proposed street plan, including a cul de sac and loop road plan. Under either plan, 69th Street west of the site would not intersect with 69th Street east of the site. He showed 69th Street through the site could intersect with or merge into a north-south street along the alignment of 80th Avenue if the applicant modifies the plat without reducing the number of lots. He argued an east-west street should be further south, because that is where there is the most vacant land. He argued the decision to cul de sac Parr Lane should apply to 69th Street to preserve the character of the neighborhood.

V. EVALUATION OF REQUEST

A. *Equitable estoppel.*

1. Representatives for Mrs. Simpson argued the plat should be denied or lot 5 excised because of a representation that her parcel would continue to adjoin a golf course. This representation does not relate to the approval standards in the zoning, road, or land division ordinances. There is no standard that relates to such a representation per se.

2. The examiner cannot approve, deny, or condition the proposed development, based on principles of equitable estoppel, because such principles are not relevant to the approval standards in the applicable codes and statutes. Case law cited in Mr. Lowry's and Mr. Horenstein's memoranda supports this conclusion.

B. *Compliance with CCC 17 (Subdivisions) and 18 (Zoning).*

1. The preliminary plan includes the information required by CCC 17.301.

2. All proposed lots comply with the dimensional requirements of the R1-6 zone and appear capable of being developed with structures that comply with required setbacks.

3. All lots will be used for single family detached structures, a use permitted outright in the zone subject to minimum setback and maximum height limits.

C. *Consideration of the comprehensive plan.*

1. Plan map.

The proposed use is not consistent with the plan map designation of the site. The proposed use does not protect or preserve open space or provide access to open space. But that does not require denial of the subdivision request, because the plan map is only a guide to recommended land uses. The open space designation on the plan map reflects the historical use of the site as a golf course. The Board of Commissioners did not decide that the area used for the golf course should remain that way; they merely acknowledged the existence of the course on the map.

2. Housing and residential area policies.

a. The proposed subdivision will provide 11 more housing units. Therefore it increases housing options for County residents.

b. The subdivision adjoins a substantial open space --- the Green Meadows golf course --- and includes an open space tract. However it results in a net loss of open space, because it reduces the area of the golf course and develops undeveloped land south of the golf course. The open space under the BPA power lines cannot be developed, so an open space area will separate lots south of 69th Street from lots further south.

(1) The golf course was redesigned so the subject 5 acres could be developed without adversely affecting play, so the loss of golf course area does not have a significant adverse effect on the activity associated with the open space resource of the golf course.

EXHIBIT 5

(2) Development of the site does have a significant adverse effect on the quality and quantity of the open space resource when viewed from lot 8 in East Meadow Estates and, to a somewhat lesser extent, from lots 21 and 22 of the Meadow Estates 6 subdivision. The open space resource from these lots is valued for its passive quality; that is, it is attractive and enjoyable to view. The potential effect of the development is mitigated somewhat by the proposed one-story height limit and 10 foot side and rear setbacks on lot 5, but the slides presented by Mr. Howsley show clearly that development on lot 5 (and other lots north of 69th Street) will occupy a significant part of the field of view from lot 8 in East Meadow Estates even with those restrictions. In his rebuttal, Mr. Horenstein agreed the slides show what they purport to show. The issue is whether the effect they show is so great that it makes the plat incompatible.

(3) No one argued that the development prevents access to the Green Meadows golf course from 69th Street. The examiner assumes such public access is not appropriate, because of the private nature of the golf course and the potential for harm to the general public from flying golf balls on the course.

(4) The proposed open space tract serves as the rough for hole 4 as well as a buffer for the homes in the proposed subdivision. To preserve the open space nature of the tract, the applicant should be required to maintain it as open space and without fences or structures.

c. Regarding compatibility with surrounding land uses, generally the examiner concludes a project is compatible with the surrounding area where adjoining land is or will be developed at roughly the same intensity as the proposal. If there are substantial differences in present land uses, then the examiner has required fencing, landscaping, or other means to separate uses.

(1) Often arguments are made that incompatibility results simply from the development of a proposed subdivision, because it displaces views of pasture, woodland, or other attractive nonurban uses with structures, roads, and people. But it is not reasonable to expect undeveloped land in the urban area to remain undeveloped, even though it provides open space and other amenities in its undeveloped state, and it is not an expectation that the County land use laws protect. Compatibility does not infer no development.

(2) In this case, the site was a golf course when adjoining homes developed. Houses were oriented toward the golf course. That design heightens the sensitivity of existing homes to activities on the adjoining course land. It increases the potential incompatibility between the existing homes and the use of adjoining land for purposes other than the golf course.

(3) It is not inherently incompatible to have a single family home adjoin another single family home, e.g., homes on lot 8 in East Meadow Estates and lot 5 in the proposed subdivision. They are used for the same purpose, are about the same lot size, will be subject to similar covenants, and will cause about the same amount of external effects. Having a single family home next door is not as desirable as having a golf course and open space next door. But County land use laws allow land zoned for single family homes to be used for that purpose and do not protect the expectations of the owners of lot 8 in East Meadow Estates that the site would remain a golf course. Therefore the plat should not be denied and lot 5 should not be excised on the basis of incompatibility.

EXHIBIT 5

(4) The examiner concludes the slides presented by Mr. Howsley show that a two story home on proposed lot 5 would substantially obstruct views of the course and part of the sky from the home on lot 8 of East Meadow Estates assuming a 10-foot setback. Given the unique facts of the case, this effect makes such a house incompatible with the home on lot 8. Therefore the applicant should require structures on lot 5 to be no more than 1 story.

(5) The examiner further concludes the slides show a one-story home on proposed lot 5 would substantially obstruct views of the course from the home on lot 8. Given the facts of this case, this incompatibility should be mitigated to the maximum extent practicable without making lot 5 undevelopable. Therefore structures on lot 5 should be no more than 5 feet from the east property line and no less than 25 feet from the west and north property lines. This allows a buildable area for lot 5 that is 60 to 90 feet wide and 50+ feet deep. These conditions allow lot 5 to be developed with the least possible adverse effect on lot 8. They secure the owners of lot 8 more protection of views and setbacks than the examiner commonly requires, due to the unique facts of the case.

d. The development will result in a short term net loss of vegetation, with a reasonable likelihood of long term replacement of that vegetation. The site is not subject to natural hazards due to topography, soils, or flood plains. Therefore environmental characteristics of the site were considered.

e. The proposed street provides adequate access for the development. A flag lot and private accessway are allowed and are warranted in this case because they are the most efficient way to provide access to lots that can be created from the large area of the site south of 69th Street. The proposed extension of 69th Street west of the site is in the public interest, because it fulfills cross street standards, provides emergency access from two directions, and increases traffic circulation options. The examiner concludes the connection of the two streets will not cause so much traffic that it constitutes a hazard or a significant change in character for the area to the west. Moreover, the winding nature of the route from the site to 72nd Avenue via 69th Street makes it unlikely the street will become short cut between arterial streets. Traffic to the club house is likely to increase significantly once the connection is made, but the street can accommodate that traffic given its existing estimated traffic volume, its classification and existing level of improvement, and the standards of CCC 12.05.025.

f. The applicant will install public utilities, including sewer, water, and fire hydrants, situated in relation to appropriate existing and future development, as determined by the service providers, at no direct cost to owners of other properties in the area. This promotes more efficient use of those systems by coordinating their development and using their capacity.

g. The site is an infill development, because adjoining land is developed for urban uses. The proposed subdivision includes streets and utilities that will allow the efficient development of adjoining under-developed land to the south and west.

3. Open space policies.

The open space element does not apply clearly to the facts of this case. The open space element emphasizes the use of the open space designation to protect and preserve drainage features and slopes, not to preserve views. The policy provides the County should provide incentives to build outside designated open space areas but does not contemplate the County will mandate protection of open space. The proposed development does not violate the open space policy.

C. Compliance with CCC 12.05 (Roads) and 13.26 (Drainage & erosion control).

1. The evidence shows streets on the site do not exist. The applicant plans to dedicate and improve 69th Street so that it complies with the road standards for a neighborhood access street. A condition is appropriate to ensure such dedication and improvement are made before the final plat is recorded. The Director of Public Services can ensure that access to and streets adjoining and within the site will comply with CCC 12.05 as a condition of approval of permits and other County actions.

2. Despite the testimony by residents of East Meadow Estates, the examiner concludes it is in the public interest to have 69th Street extend across the site substantially as shown on the preliminary plan and future street plan, based on the following findings:

a. The Road Standards Ordinance clearly requires extension of 69th Street, based on CCC 12.05.370, because it is stubbed to the east edge of the subject property and can be extended west to a future 80th Avenue. The ordinance also clearly requires the extension, based on CCC 12.05.340, because NE 69th Street is a dedicated right of way, and there is more than 800 feet between the nearest north-south street that can intersect with it for through circulation.

b. The conditions on the site and in the vicinity do not warrant a modification to the Road Standards under CCC 12.05.400, based on the following:

(1) There are no unusual topographic conditions that affect street layout.

(2) Existing construction does not obstruct the proposed street nor make its extension physically impracticable or undesirable. The street will not require removal of a structure. It may make the garage on the Simpson parcel nonconforming if it is only 6 feet from the right of way as suggested by one witness, but the evidence about the location of the garage relative to the right of way was inconclusive.

(3) It is undesirable to have high speed or high volumes of traffic cross recreational routes or local residential streets. However the opponents failed to show that the speed or volume of traffic would be reasonably likely to be higher than common in low density residential neighborhoods generally. The streets involved are public. In part the crossroad and road extension standards in the code are intended to prevent isolation from the road system, because of the public interest in providing safe and convenient access generally.

(4) Crossroads are required every 800 feet. The 800 foot standard can be varied to minimize through traffic in a neighborhood under certain conditions that ensure the public interest in convenient and safe access can be protected. The conditions in this case do not warrant a variation, because:

EXHIBIT 5

(1) There is no overall development plan for the area that provides an alternative north-south street within a reasonable distance of the subject site. There is no presently available alternative to the proposed connection that would accomplish the same public purpose as the proposed connection.

(2) The proposed connection will provide two means of access into and out of the neighborhood. There is a public interest in providing alternative access routes to an area with substantial development, so that access is possible in the event one access route is blocked. There is a substantial amount of development in Meadow Estates.

(3) The record does not show that a significant amount of through traffic will use the proposed streets or that the proposed connection will lead to a significant increase in traffic on streets in East Meadow Estates.

3. A sedimentation and erosion control plan is required before development is allowed. The evidence about drainage, topography, soils and storm water control improvements shows a plan for this site can comply with Code requirements.

D. Compliance with CCC 2.51 (Hearings Examiner System).

The final order contains findings and conclusions showing the proposed development complies with the applicable elements of the comprehensive plan, other official policies, and the land use regulations, subject to conditions necessary to ensure compatibility with surrounding land uses and those plans, policies, and regulations. The use of an additional setback to protect compatibility is allowed by CCC 2.51.

E. Compliance with SEPA.

The County's SEPA Official issued a Determination of Nonsignificance for the subdivision. Additional SEPA review may be required before development.

F. Compliance with RCW 58.17

The proposed subdivision makes appropriate provisions for streets, developable lots, utilities and facilities in a way that is in the public interest, because it does and will comply with applicable county standards and will be coordinated with regional plans. Conditions are needed to facilitate compliance with fire hydrant spacing standards, to require connection to available public water and sewer systems, and to note restrictions on the plat map.

VI. SITE VISIT BY EXAMINER

The examiner visited the site and area that could be affected by the proposed change twice, without the company of others.

VII. CONCLUSION AND DECISION

The examiner concludes that the proposed subdivision complies with applicable local, state, and federal law. In recognition of the findings and conclusions contained herein, and incorporating the Summary and other reports of affected agencies and public testimony and exhibits received in this matter, the examiner hereby approves SUB 89-13-822 (Meadows Estates 7), subject to the following conditions:

1. The applicant shall submit a final plat consistent with CCC 17. Before approval of the final plat, and except to the extent modified by the Director of Public Services or the planning manager pursuant to law, the applicant shall comply with the following.

a. The applicant shall dedicate to the County right-of-way for NE 69th Street through the site. The right of way may taper from 60 feet to 54 feet using a ratio of 25:1. The street pavement may taper from 40 feet to 36 feet using a ratio of 25:1 between curbs and sidewalks. The street shall have a minimum centerline radius of 150. The applicant shall construct a 25-foot radius temporary turn-around and a Type III barricade at the west end of 69th Street.

b. The applicant shall amend the preliminary plat to note the following:

(1) Each lot shall be served by public sanitary sewer and water services.

(2) All footing and roof drains shall direct storm water to the street drainage system.

(3) The dwelling on lot 5 shall not exceed one story and shall be set back five feet from the east property line, and all structures on lot 5 shall be set back at least 25 feet from the north and west property line.

(4) The applicant shall modify the plat to identify the purpose of Tract A and shall amend the plat or submit a covenant running with the land that prohibits structures or fences on that tract.

c. The applicant shall submit a drainage and erosion control plan for the subdivision to and receive approval for that plan from the Director of Public Services. The plan shall be prepared by a civil engineer licensed in Washington.

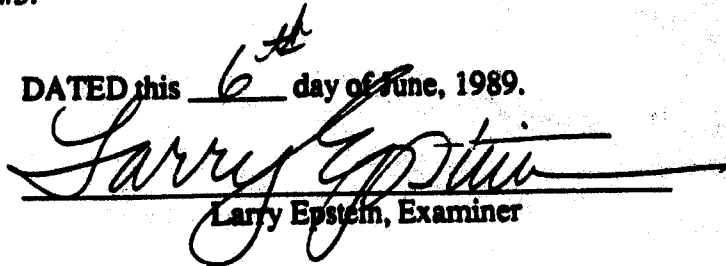
(1) The engineer shall analyze the capacity of the existing Meadows Estates storm water system into which storm water from the site flows and shall show the system has capacity to accommodate water from the site. The engineer shall consult with the County to determine the drainage area to be considered and shall submit relevant calculations to the County for review.

(2) To the extent the existing system can accommodate storm water from the site at full rate, then the applicant shall pay the County \$2340 per developed acre for downstream improvements to the storm water system. To the extent the existing system cannot accommodate storm water from the site, the plan shall provide for improvement of the existing system so it can accommodate expected flows or a detention facility with a metered outflow to an approved discharge point or a retention facility, so storm water from the site does not exceed the capacity of the system.

EXHIBIT 5

- d. The applicant shall submit evidence that the lots will be served by public water and sewer systems.
2. All lots shall comply with the minimum dimensional requirements of the R1-6 zone. The area of each lot shall be 6000 square feet or more excluding the BPA right of way.
3. When the subdivision is developed, the applicant shall install fire hydrants as directed by County Fire District #5.

DATED this 6th day of June, 1989.


Larry Epstein, Examiner

NOTE: Only the decision and the conditions of approval are binding on the applicant as a result of this order. Other parts of the final order are explanatory, illustrative, and/or descriptive. They may state requirements of local, state, or federal law, but are not binding on the applicant as a result of this final order unless included as a condition.

CO 07-185

1 INTERLOCAL AGREEMENT BY AND BETWEEN
2 CLARK COUNTY AND THE CITY OF VANCOUVER
3 WITH RESPECT TO JOINT GROWTH MANAGEMENT PLANNING

4 This Interlocal Agreement (the "Interlocal Agreement") is made and entered into this
5 3rd day of December 2007, by and between Clark County, Washington and the City
6 the Vancouver.

7 RECITALS

8 WHEREAS, the Washington Growth Management Act, at RCW 36.70A.210, requires
9 Clark County, in cooperation with a city located within its boundaries such as the City of
10 Vancouver, to adopt county-wide planning policies to address:

11 (a) Policies to implement urban growth area requirements set forth in RCW 36.70A.110;

12 (b) Policies for promotion of contiguous and orderly development and provision of urban
13 services to such development;

14 (c) Policies for siting public capital facilities of a county-wide or statewide nature,
15 including transportation facilities of statewide significance as defined in RCW 47.06.140;

16 (d) Policies for county-wide transportation facilities and strategies;

17 (e) Policies that consider the need for affordable housing, such as housing for all
18 economic segments of the population and parameters for its distribution;

19 (f) Policies for joint county and city planning within urban growth areas;

20 (g) Policies for county-wide economic development and employment; and
21

22 (h) An analysis of the fiscal impact; and
23
24

25 WHEREAS, the County and the City have previously cooperated with one another in
26 these subject areas; and

27 WHEREAS, GMA generally contemplates that developing areas within Urban Growth
28 Areas will ultimately annex or incorporate, which is reflected in policies contained in Chapter 12
29 of the Clark County Comprehensive Growth Management Plan; and

30 WHEREAS, the County and City wish to re-establish a cooperative working relationship
31 between the County and the City in aspects of these subject areas as more fully set forth herein,
32 for the good of all of the citizens of the City of Vancouver and Clark County; and

EXHIBIT 6

1 **WHEREAS**, the County and the City wish to resolve differences between themselves as
2 to the aspects of these subject areas more fully set forth herein without the necessity of appeals to
3 the Western Washington Growth Management Hearings Board or other litigation pertaining to
4 the 2007 update of the Clark County Comprehensive Plan; and

5 **WHEREAS**, this agreement is intended to advance the interjurisdictional coordination
6 and consistency goals and requirements of GMA while recognizing the independent land use
7 policy and regulatory authority possessed by the County and the City; and

8 **WHEREAS**, the County and the City desire to enter into an agreement at this time
9 regarding their respective rights and obligations as to the aspects of these subject areas more
10 fully set forth herein, as between themselves; and

11 **WHEREAS**, the County and the City may enter into additional implementing
12 agreements as are necessary regarding their respective rights and obligations as to the aspects of
13 these subject areas more fully set forth herein, as between themselves; and

14 **WHEREAS**, the County and the City, as public agencies, have authority pursuant to
15 RCW Chapter 39.34 to enter into interlocal agreements for joint and cooperative exercise of
16 their powers, privileges and authority; and

17 **WHEREAS**, the County and the City (each, a “Party” and collectively, the “Parties”)
18 desire to enter into this Interlocal Agreement for the purpose of setting forth their mutual
19 agreements;

20 **NOW, THEREFORE**, in consideration of the mutual undertakings and agreements
21 contained herein, inclusive of the recitals above, and of the benefits to be realized by each party,
22 and in order to realize the benefits to the general public from agreement between the Parties, it is
23 agreed by and among the Parties as follows:

24 **AGREEMENT**

25 **1. AUTHORITY AND PURPOSE.** This Interlocal Agreement is entered into
26 pursuant to the authority of RCW Chapter 39.34. The purpose of this Interlocal Agreement is to
27 set substantive agreements regarding coordinated service provision, annexation, and
28 comprehensive planning in the Vancouver Urban Growth Area. Where mutually agreeable, the
29 parties reserve the right to develop follow up agreements to address further related matters or
30 implementing details.
31

32 **2. TERM.** This Interlocal Agreement shall become effective December 4, 2007, 57
33 days following the publication of notice of adoption of the 2007 Clark County Comprehensive
34 Plan.
35

1 **3. ADMINISTRATION; PROPERTY; FINANCING; BUDGETS.** This
2 Interlocal Agreement does not establish or create a separate legal or administrative entity or a
3 joint board to accomplish the purposes hereof, The City and the County shall be jointly
4 responsible for administering the performance of this agreement as provided in Section 5G(6)
5 herein. The City and the County will not acquire any jointly-owned real or personal property in
6 connection with performance of this agreement. The City and the County shall each be
7 responsible for their own individual financial costs of performance of this agreement. No joint
8 budget will be prepared to carry out the performance of this agreement.

9 Any real or personal property used or acquired by the City or the County in connection with
10 performance of this agreement shall be disposed of by that Party as it shall determine in its
11 discretion.

12 **4. PRINCIPLES.** This agreement to facilitate planning, development review and
13 annexation of the Vancouver Urban Growth Area shall be based on the following principles:

- 14 A. Cooperative relationships between the City and County benefit both organizations
15 and residents and stakeholders of both incorporated and unincorporated
16 neighborhoods.
- 17 B. Consistent regulations and cooperative development review facilitate creation of a
18 vibrant, attractive and economically healthy urban area with distinct neighborhoods.
- 19 C. The agreement shall be consistent with state law and adopted regional and city and
20 county plans.
- 21 D. Urban services should be provided efficiently, cost-effectively, and at consistent
22 levels of services within an urban growth area. Levels of service should be
23 maintained as areas annex.
- 24 E. Consistent with Countywide Planning Policies 12.0, developing areas within the
25 Vancouver urban growth areas should annex to the City of Vancouver or incorporate,
26 and the City and County will support annexation consistent with the Vancouver
27 Annexation Blueprint and County comprehensive plan policies.
- 28 F. Fiscal impacts of annexation should be evaluated prior to annexation. City, County
29 and other services providers may enter into transition agreements when necessary to
30 fairly balance the impacts of annexation on the city, county, other service providers
31 and local residents as is required by Clark County Comprehensive Plan CPP 12.0.5.

32
33 **5. SUBSTANTIVE AGREEMENTS**

34 A) Annexation

- 35 1) Annexation Blueprint Update: City staff has prepared and Board of County
36 Commissioners has reviewed an update of the Vancouver Annexation Blueprint.
37 It is agreed that such blueprint:
 - 38 a) Establishes annexation subareas based on logical service boundaries.
 - 39 b) Generally provides, in Exhibit A, for balanced annexations (a mix of
40 residential and non-residential) where feasible.

EXHIBIT 6

- 1 c) Provides for annexation of such areas by the City consistent with an
2 appropriate timing and sequencing schedule.

3 Deviations in timing and sequencing of the updated schedule shall not constitute
4 violations of this Agreement or county-wide planning policies related to balanced
5 annexations, provided that the principles herein are maintained.

6 2) Agreement to Effectuate the Annexation Blueprint:

- 7 a) City and County agree to work cooperatively in effectuating annexations
8 within the VUGA consistent with the Principles set forth herein, the
9 Countywide Planning and Comprehensive Plan Policies, the provisions of this
10 Agreement and the updated Annexation Blueprint and appendices attached
11 hereto as Exhibit A. Cooperation shall include actions identified in this
12 agreement, and potential additional measures as needed in particular
13 annexation areas, such as jointly authoring public information materials,
14 and/or attendance at public forums.
15 b) The City shall maintain current information on the status of all annexations on
16 its' website and provide the County Administrator with notice regarding new
17 proposals as they occur.
18 c) If so requested by the City or otherwise deemed appropriate by the County,
19 the County shall respond to a pending annexation proposal by indicating its
20 intent to (i) actively support, (ii) remain neutral, or (iii) assert inconsistency
21 with the provisions of this interlocal agreement or applicable County
22 Comprehensive Plan policies.

23 3) Annexation Legislation, Current: City and County agree to jointly support
24 proposed state legislation in the 2008 Legislative session to facilitate the
25 annexation process including the following:

- 26 a) Repeal the Ad Hoc Review Board statutes.
27 b) Clarify the requirements for the certification process related to corporate by-
28 laws.
29 c) Establish uniform requirements for petition coverage for all classes of cities.

30 4) Annexation Legislation, Future: City and County agree to consider jointly
31 submitting new state legislation in the 2009 Legislative session and thereafter
32 that facilitate the transfer of governance including but not limited to the
33 following:

- 34 a) Return petition signature certification process to cities.
35 b) Provide new financial incentives for annexation.

36 5) Annexation Support: County agrees to support annexations to the City as
37 generally provided for in Section 5A (2) herein. Specific requirements of that
38 support include the following:

- 39 a) The County agrees to require in its development review and approval process
40 fully executed city required utility covenants, and to require a generic
41 covenant elsewhere in the VUGA. The City shall assist Clark County in
42 defending this requirement if legally challenged.

EXHIBIT 6

- 1 b) Provide sufficient staff and budget to the Assessor's Office to facilitate
2 signature certification in a manner consistent with the requirements of state
3 law.
4 c) Provide annexation signatures for County owned land within proposed
5 annexation areas.
- 6 B) Three Creeks Advisory Council: Clark County Comprehensive Plan Three Creeks
7 Land Use element 1.2.12, 3rd paragraph, establishes a Three Creeks Advisory
8 Council process to address Three Creeks area issues. The City of Vancouver will
9 nominate a City representative as its *ex officio* member of this group.
- 10 C) Development Standards: City and County recognize the mutual benefit of
11 consistent development standards for the VUGA to be applied to any development
12 that occurs before annexation. In subject-matter areas where a lack of consistency
13 has been identified, the City and County agree to jointly consider and, where it is
14 deemed appropriate, develop effective ordinance changes and interlocal agreements
15 in order to achieve consistency. Subject-matter areas to be addressed include but
16 are not limited to:
17 1) Transportation concurrency-
18 2) Street standards.
19 3) Land use and zoning or development standards
20 4) Stormwater standards
- 21
- 22 D) Capital Facilities: City and County recognize the mutual benefit of consistent
23 capital facilities. The following work program items are being advanced to further
24 the rational planning, fairness in funding and community enhancement of
25 transportation infrastructure within the Vancouver UGA. It is understood that the
26 work programs recommended are to refined and detailed schedules, funding, and
27 staffing needs are to be set forth upon commencement of each individual work
28 activity.
29 1) Capital Facilities
30 a) Traffic Impact Fee Program
31 1) Phase 1: Administrative Policies
32 2) Phase II: VUGA Program Future.
33 2) Transportation Benefit District (TBD) - Development of the format, project list,
34 funding strategies and schedules
35 3) Transportation Planning - The City of Vancouver and Clark County staff shall
36 meet in a series of good faith discussions covering the following broad policy
37 areas. The intent of the discussions is to conclude with a series of
38 recommendations to each legislative board regarding these important
39 transportation planning processes which span both jurisdictional boundaries.
40 Recommendations shall be finalized within the timeframes developed in the work
41 program for each issue.
42 a) Neighborhood/circulator Streets
43 b) Arterial Streets
44 c) Regional Facilities

EXHIBIT 6

- 1 d) Travel demand modeling – convene working group.
2 4) Transportation system operations and maintenance
3 a) Pavement management – agreement to be developed
4 b) Traffic operations – agreement to be developed.
5 5) Parks. Revision of the current parks inter-local agreement will be completed by
6 December 31, 2007. Parks impact fee updates will accompany the inter-local.
7

8 E) Work Programs: To address the issues identified in subsections C and D above, the
9 parties shall develop and approve work programs, including proposed timelines for
10 development of recommendations, not later than forty-five (45) days following
11 execution of this agreement.
12

13 F.) Other Consultation: The City and County agree to consult with each other on other
14 land use matters of mutual interest, including but not limited to:
15 1) Neighborhood association boundaries and potential sub-boundaries.
16 2) Potential transfer to the City of County-owned property included in an annexation
17 area.
18

19 G) Vancouver Growth Capacity Estimates: The County agrees to:
20 1) Monitor the land capacity analysis and Buildable Lands Report (BLR)
21 methodology used to size the VUGA.
22 2) Coordinate with the City on the collection, analysis, reporting, and recommended
23 revisions of the data, including capacity estimates.
24 3) Incorporate appropriate revisions to the VBLM based upon such monitoring.
25 4) Provide for early consultation with the City regarding capacity assumptions used
26 in sizing an expansion of the VUGA, which assumptions shall initially be those of
27 the City for incorporated areas and those of the County for unincorporated areas,
28 and to convene a technical advisory committee of City and County staff to
29 develop a joint recommendation where assumptions are in dispute.
30

31 H) Future VUGA Changes: City and County agree that future changes to the VUGA of
32 500 acres or more shall be implemented using a comprehensive consultative process
33 consistent with County Comprehensive Plan policies 1.1.11 and 1.1.12 and will also
34 include the following additional processes, which the County shall consider for
35 adoption as a Comprehensive Plan policy:
36 1) County shall provide advance notice and consultation to the City, and if
37 requested, a public hearing or joint public worksession 180 days prior to final
38 adoption hearings.
39 2) During the County SEPA process and specifically in cases where an EIS is
40 required, at the request of a city or cities, the County will consider the inclusion of
41 at least one alternative by a city or cities (with any additional costs of the EIS
42 work to be paid by the requesting city or cities).
43 3) Where requested, timely written response from the City or County to specific
44 concerns raised by the other party.

1
2 I) Comprehensive Plan Integration. It is the intent of the County to implement the
3 provisions of Subsections (G) and (H), above, through conforming amendments to the
4 County's Comprehensive Plan applicable to all cities within the county.
5

6 6. **IMPLEMENTATION.** To ensure coordination of annexation, services,
7 planning, or other issues of mutual interest:

- 8 A. The Board of Clark County Commissioners and the Vancouver City Council will
9 oversee progress of the collaborative discussions and will set overall direction for
10 further discussion and action.
11 B. To provide a policy perspective similar to the process of discussions concerning
12 adoption of the 2007 Comprehensive Plan, one member from the Board and two
13 members from City Council will more frequently participate in the collaborative
14 discussions and will report back to the governing bodies.
15 C. The County Administrator and the City Manager will oversee the process and will
16 deploy necessary resources to advance and complete any work program and/or
17 products that arise from the discussions.
18 D. Department heads of county and city community planning will act as primary
19 leads to the development and implementation of any work programs and/or work
20 products.
21 E. County and city legal staff will assist in the development and implementation of
22 any work programs and/or work products at the direction of the staff identified in
23 C and D above.
24 F. The City and County agree to establish a standing joint coordinating committee
25 composed of staff and at least one elected official from each jurisdiction to meet
26 at least quarterly to review coordination of annexation, services, planning, or
27 other issues of mutual interest.
28 G. The process set forth above may be informally modified as necessary upon verbal
29 agreement of both the City and the County.
30

31 7. **DURATION.** This agreement shall be effective for a period of ten (10) years
32 from the date of execution.
33

34 8. **AMENDMENTS.** This Interlocal Agreement shall not be modified or amended
35 in any manner except by an instrument in writing executed by the Parties hereto after approval
36 by the legislative bodies of each of the Parties.
37

38 9. **ASSIGNMENT; BENEFIT OF AGREEMENT.** No Party hereto shall assign
39 its rights or obligations under this Interlocal Agreement without the prior written consent of the
40 other Parties hereto. This Interlocal Agreement shall inure to the benefit of and be binding upon
41 the Parties and their successors and permitted assigns.
42

1 **10. NOTICES.** All communications, notices and demands of any kind which are
2 required by this Interlocal Agreement shall be in writing and shall be deemed given when
3 deposited in the U.S. mail, first class postage prepaid, to the following addresses or to such other
4 addresses as the Parties shall from time to time give notice to the other Parties:

5
6 If to the City:

7 City of Vancouver
8 P.O. Box 1995 210 East
9 13th Street
10 Vancouver, CA 98660-3230
11 Attn: City Manager

12 If to the County:

13 Clark County
14 P.O. Box 5000
15 Vancouver, WA 98666-5000
16 Attn: Clark County Chief Administrative Officer

17 **11. COUNTERPARTS.** This Interlocal Agreement may be executed simultaneously
18 in several counterparts, each of which shall be deemed an original, and all of which together
19 shall constitute one and the same instrument.

20 **12. FILING THIS INTERLOCAL AGREEMENT.** Within five (5) days from the
21 date of execution of this Interlocal Agreement, a copy thereof shall be filed with the County
22 Auditor of the County. The City and the County agree that there shall be two (2) duplicate
23 originals of this Agreement procured and distributed for signature by the necessary officials of
24 the parties. Upon execution, one executed original of this Agreement shall be retained by the
25 Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver
26 City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to
27 Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and
28 posting of a copy on the City's website, each such duplicate original shall constitute an
29 agreement binding upon all parties.

30 **13. LIMITATION OF RIGHTS.** Nothing expressed in or to be implied from this
31 Interlocal Agreement is intended to give, or shall be construed to give, any person other than the
32 Parties hereto, and their permitted successors and assigns, any benefit or legal or equitable right,
33 remedy or claim under or by virtue of this Interlocal Agreement. The City and the County shall
34 be deemed to be third-party beneficiaries of this Interlocal Agreement.

35 **14. HEADINGS.** The headings herein are solely for convenience of reference and
36 shall not constitute a part of this Interlocal Agreement nor shall they affect its meaning,
37 construction or effect.

1 **15. GOVERNING LAW.** This Interlocal Agreement shall be construed in
2 accordance with and governed by the Constitution and laws of the State of Washington
3 applicable to contracts made and performed within such State.

4 **16. VENUE.** The venue for any dispute arising under this Interlocal Agreement shall
5 be in the Superior Court of the State of Washington for Clark County, Washington.

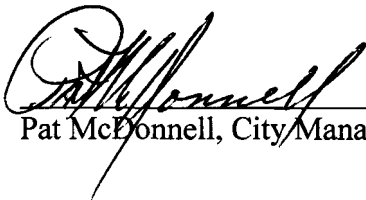
6 **17. NO PERSONAL LIABILITY.** Notwithstanding anything contained to the
7 contrary in any provision of this Interlocal Agreement, it is specifically agreed and understood
8 that there shall be absolutely no personal liability on the part of any individual officers or
9 directors of the City or the County with respect to any of the obligations, terms, covenants, and
10 conditions of this Interlocal Agreement.

11 **18. SEVERABILITY.** If any term or provision of this Interlocal Agreement or the
12 application thereof to any person or circumstances shall, to any extent, be invalid or
13 unenforceable, the remainder of this Interlocal Agreement or the application of such term or
14 provision to persons or circumstances other than those as to which it is held invalid or
15 unenforceable shall not be affected thereby and shall continue in full force and effect.

16 IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement this
17 3rd day of December, 2007.

18 CITY OF VANCOUVER

BOARD OF CLARK COUNTY
COMMISSIONERS

19
20
21 
22 _____
23 Pat McDonnell, City Manager



Steve Stuart, Chair

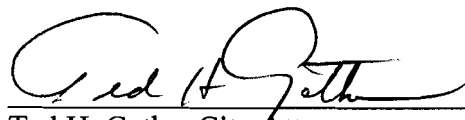
Betty Sue Morris, Commissioner

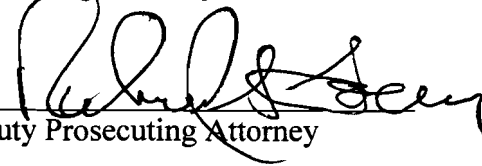
Marc Boldt, Commissioner

31 Approved as to form:

Approved as to form only:

Arthur D. Curtis
Prosecuting Attorney

32
33
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35 
36 _____
37 Ted H. Gathe, City Attorney

By: 

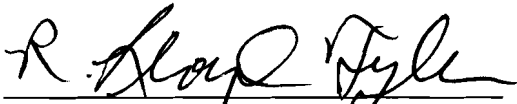
Deputy Prosecuting Attorney

38
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40 Attest:

Attest:

EXHIBIT 6

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R. Lloyd Tyler, City Clerk

~~By: Carrie Lewellen, Deputy City Clerk~~



Louise Richards, Clerk to the Board

EXHIBIT 7

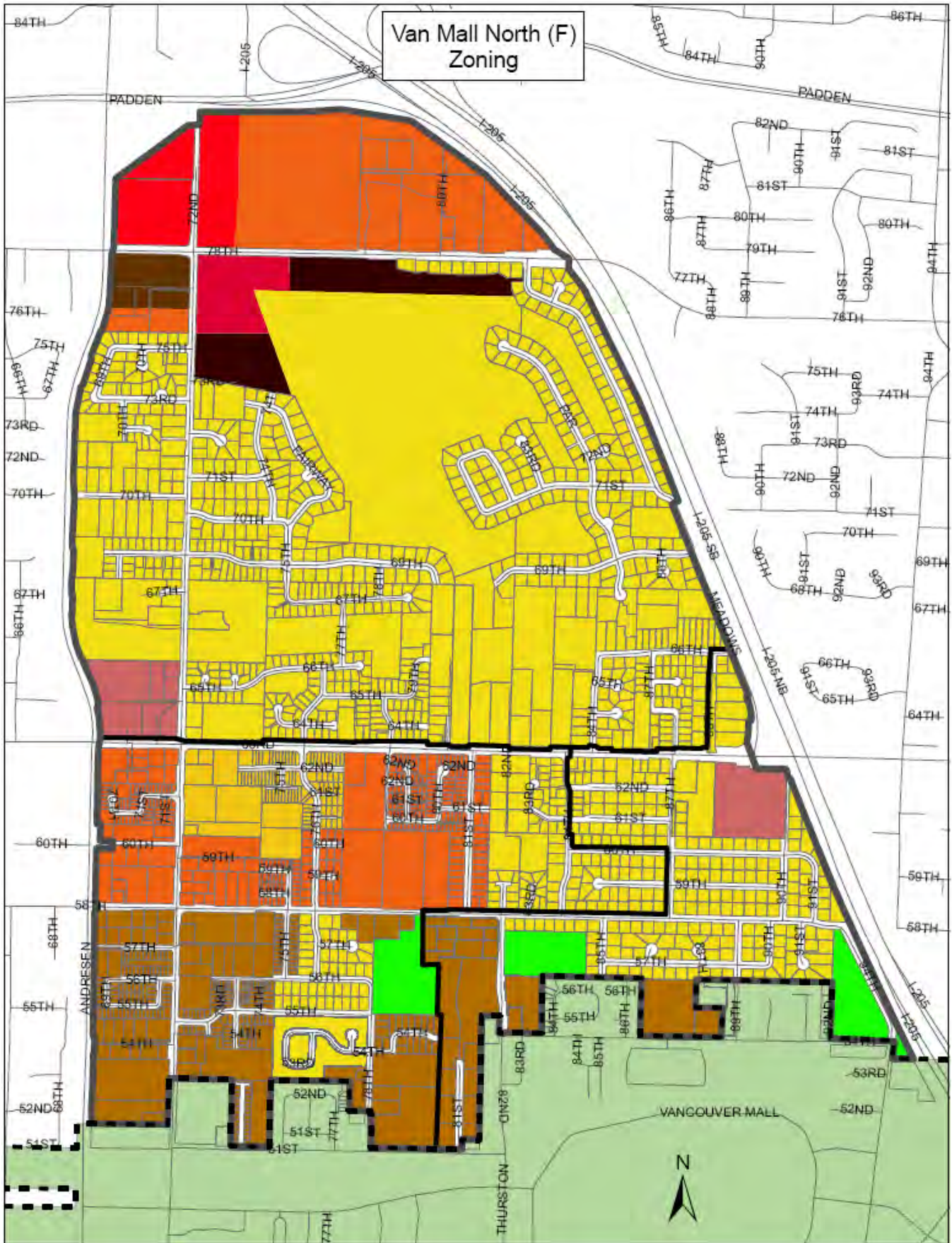


EXHIBIT 8

