Vancouver City Council

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

City Council Meeting Agenda
October 21, 2024

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

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

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. October 21, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on October 21, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on October 21, 2024.

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

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

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

Workshops: 4:00-6:00 p.m.

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

State Legislative Draft Legislative Agenda
(Approximately 1 hour)

Aaron Lande, Program and Policy Development Manager, aaron.lande@cityofvancouver.us

Rental Habitability and Inspection Program Proposal
(Approximately 1 hour, to immediately follow the previous workshop)

Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

Council Dinner / Administrative Updates (6:00-6:30 p.m.)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - August 26, 2024

Minutes - September 9, 2024

Proclamations

Pink Lemonade Project

Red Ribbon Week

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

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

1. Construction Acceptance - Fourth Plain East Orchards Stormwater Retrofit for ITB 23-03

Staff Report: 212-24

Request: On October 21, 2024, accept the East Orchards Fourth Plain Stormwater Retrofit as constructed by Halme Excavating Inc, of Battle Ground, WA, and authorize release of retainage in the amount of $102,077.41, subject to receipt of all documentation required by law.

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

2. Construction Acceptance - Fire Station 11, per ITB 21-12

Staff Report: 213-24

Request: On October 21, 2024, accept the facilities as constructed by Kirby Nagelhout Construction Company, and authorize release of the contractor’s retainage, subject to receipt of all documentation required by law.

Jean Singer, Capital Projects Manager, jean.singer@cityofvancouver.us

3. Bid Award - The Main Street Promise Project, 5th Street to 15th Street (100358), per Bid #ITB 24-46

Staff Report: 214-24

Request: On October 21, 2024, award a construction contract for the Main Street Promise Project – 5th Street to 15th Street to the lowest responsive and responsible bidder, Nutter Corporation, at their bid price of $19,104,227.30, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

Ryan Lopossa, Streets and Transportation Manager, ryan.lopossa@cityofvancouver.us

4. Contract Amendment - Waterfront Maintenance Amendment for Pacific Landscape Contract Extension

Staff Report: 215-24

Request: Approve an amendment to #C-101400 with Pacific Landscaping Services as the maintenance firm for Vancouver's Waterfront Park expected at $343,332 annually plus add on services of $15,000 per year to better align with Pacific Landscape Services original bid proposal. Authorization is requested to extend the contract to two years not to exceed the amount of $836,108.00 over the course of 2 years.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

5. Approval of Claim Vouchers

Request: Approve claim vouchers for October 21, 2024.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Farmer's Market Update

Comprehensive Plan Land Use Possibilities Update

Homeless Emergency Response Update #11

Adjournment

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

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CITY OF Vancouver WASHINGTON

2025 Draft State Legislative Agenda

Aaron Lande
Policy and Program Manager
City Manager's Office
October 21st, 2024

Brian Enslow
Principal
Arbutus Consulting

Fiscal Context

- Operating revenue tracking forecast
- November elections
- Washington State Department of Transportation estimates yearly $1.4 billion yearly shortfall for preservation and maintenance
- Operating vs. Transportation Tension

Political Context

- Currently, House Democrats hold a 58-40 seat majority and Senate Democrats hold a 29-20 seat majority
- New Leadership, New Chairs
- Campaign Promises without Resources to Back Them Up

Transportation and Mobility

General Principles

- Sustain state transportation funding
- Support expansion of local authority
- Preserve investment in the Transportation Investment Board and Freight Mobility Strategic Investment Board

Transportation and Mobility

Action Items

Transportation Benefit District authority

- Support councilmanic authority to increase revenue

Transit-Oriented Development

- Encourage high-capacity transit-oriented development in coordination with the creation of crucial community benefits

Garrison Sidewalk

- Advance funding to to the 2025-2026 biennium to ensure that we can complete this needed improvement in the next two years.

Economic Opportunity

Support a consistent regulatory environment, the expansion of workforce training, and increased support for education to produce the workforce of tomorrow

Housing and Human Needs

General Principles

- Reduce or remove barriers to increased and varied housing types
- Address predatory rent increases and cost prohibitive fees and fines
- Increase housing affordability
- Apply existing housing expectations to all UGAs

Housing and Human Needs

Action Items

Funding for Affordable Homes:

- Support a significant investment in the capital budget to construct and maintain affordable housing for low-income households and to provide necessary supportive services

Condominium Construction:

- Seek solutions to the identified liability issues to remove barriers to construction of new condominiums to provide additional paths to homeownership

Cottage Homes

- Build on SB 5058 to exempt detached cottage clusters with structures no more than 2 stories tall from the multifamily construction defect regulations
- Adopt a graduated statue of limitations that have shorter liability terms for less critical builder defects

Vibrant and Distinct Neighborhoods

General Principles

- Allow for the continued development and preservation of the unique variety of places
- Maintain access to existing spaces and has the policy levers to activate new spaces to create places for the community to enjoy nature, art, culture, food, and shopping

Actions Items

Waterfront Gateway Plaza

- This district is one of the largest undeveloped properties in the area
- The plaza will create a sense of place, with public art highlighting Vancouver's rich history and cultural diversity
- The City is seeking **$2 million** to leverage general fund dollars to complete the project

Culture and Heritage

Expand opportunities for the community to learn about different cultures and experiences, through public events, museums, cultural centers, concerts and exhibits

Safe and Prepared Community

General Principles

- Advocate for continued state resources to support the goal of a community safe from violence and crime
- Plan for disaster and crisis
- Seek state partnership as we plan and prepare and prove ready to adapt to change

Safe and Prepared Communities

Action Items

Changes to Public Defense Standards

- Provide an increase in direct state funding to local public defense programs
- Increase the number of available public defenders to meet the increased demand

Regional Public Safety Training Academy

- Advocate for a permanent regional public safety training academy
- Support the training needs of other public safety functions, such as state patrol, fire, and EMS services

Declared Emergency Response

- Fund revenue tools to allow local governments to have the resources necessary to respond to declared public emergencies

Climate and Natural Systems

General Principles

- Move both the public and private sectors towards lower carbon solutions and mitigate the impacts of climate change that our community is already experiencing
- Support a statewide systemic approach to product stewardship

Actions Items

Production Stewardship

- Supports a statewide systemic approach to recycling that ensures those who manufacture, design, consume or sell products are also responsible for reducing impacts to the environment, economy, public health, and safety

High Performing Government

General Principles

- Empower local government to address local issues with local solutions
- Providing localities with appropriate and effective revenue and regulatory tools to ensure the City has the resources needed to accomplish the work required of local government
- Fund work assigned by past and future state legislatures

High Performing Government

Action Items

Property Tax

- Revise the property tax cap to better align with inflation, up to 3%

B&O Tax on Royalties

- Supports clarification on how to apply B&O taxes to business revenue related to royalties

Lodging Tax Increase

- Allow for an expanded or additional special lodging tax authority for visitor and cultural facilities

Facilitation of Future Annexations

- Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations by requiring counties to apply city development standards in unincorporated UGAs

Rental Habitability Proposal

Patrick Quinton, Director, EPH
Samantha Whitley, Housing Programs Manager

Economic Prosperity & Housing
October 21, 2024

Agenda

- Background
- Advisory Group Process
- Habitability Proposal
  - Registration
  - Fee
  - Inspections
  - Outreach and Education
  - Relocation Assistance
  - Reporting
- Implementation Timeline
- Questions & Discussion

Background

Affordable Housing Task Force Report

Completed 2016

Reside Vancouver

Completed 2019

Equitable Development Plan

Completed 2023

State Law Changes

RCW Updates
2019 – 2023

Habitability Advisory Group Timeline

- **April**: Council Habitability Workshop
- **May**: Advisory Group formed
- **June**: Introduction and scope of work
- **July**: Rental housing data and current inspections; Licensing & inspection protocols
- **August**: Fees and costs; Relocation assistance; Review of draft proposal & outreach
- **September**: Review and recommend final proposal

Advisory Group Feedback

- General support for “middle of the road” approach to habitability
- City should maintain cooperative public/private partnerships and transparency during implementation
- Support for exemption to waive registration fee for units restricted to tenants below 60% AMI
- Properties owned by investors or out-of-town owners will be hard to reach
- Concern about impact to affordability if fees/unit repair costs are passed on to tenants
- Concern for potential displacement of tenants due to habitability inspections
- Relocation assistance can be hard to access; make sure tenants and navigators are aware of funding and process
- Outreach and education should be comprehensive

Proposal

- Rental Registration
- Annual Fee
- Periodic Inspections
- Tenant Relocation Assistance
- Outreach & Education
- Reporting

Rental Registration

Topic	Proposal
Registration	Require annual Special Rental Housing License in addition to City business license
Required Information	• Rental property name and address • Year built • Type of rental (multifamily, duplex, ADU, single-family, etc.) • Number of units and number of bedrooms/baths for each unit • Number of units restricted to tenants earning less than 60% AMI • Owner contact information • Local contact, if applicable
Exemptions	• Short-term rentals, hotels, emergency shelter, nursing homes and hospitals • Owner-occupied single-family housing (i.e., mobile homes or renting a bedroom) • No other long-term rental housing units will be exempt from registration • Income-restricted (covenanted) housing affordable to households earning less than 60% of area median income must register but are exempt from registration fee.

Annual Fee

Topic		Proposal
Fee		$30/unit fee each year as part of annual special licensing process
Start Up Costs	**Incentive**	Waive first year registration fee if registered in first 90 days of program launch
	Registration Software	Not yet identified; City will need to adapt existing software
	Marketing and Outreach	Extensive communication and outreach prior to launch; replaced by ongoing education and mailing costs
Staff Cost Assumption		Staff support in four roles: • Rental registration program coordination and reporting • Special Licensing/accounting assistance • Code enforcement (for auditing, failed unit referrals) • Program Support specialist
Relocation Set Aside		• Funded through annual registration fees; goal of $50k in fund

Inspections

Topic	Proposal
Scope	Use Federal Housing Quality Standard (HQS) format; inspect for health and safety only
Inspectors	Private inspectors only, no city inspectors
Frequency	• Newly constructed – 5 years after occupancy • Units less than 50 years old and previously passed: every 4 years • Units more than 50 years old OR previously failed: every 3 years
Number of Units	• Buildings with 20 units or less: 4 units randomly selected • Buildings with more than 20 units: 20% of units randomly selected
Re-Inspection	• Pass: no corrections or follow-up • Minimal Corrections: documented with photos or virtual reinspect • Multiple Corrections: Status update within 10 days, physical re-inspection within 30 days • No Inspection/Response in 60 days: referred to Code Enforcement

Relocation Assistance

- Advance relocation assistance in the event landlord does not pay as required; City recoups funds from responsible landlord
- Assist with relocation assistance in scenarios in RCW 59.18.085 when landlord is not responsible (i.e., natural disaster or eminent domain)

Outreach

- Community partners
- Rental associations
- Property management
- Community events/workshops
- City website
- Social media/webinars
- Columbian articles
- Direct mail campaign
- Neighborhood newsletter

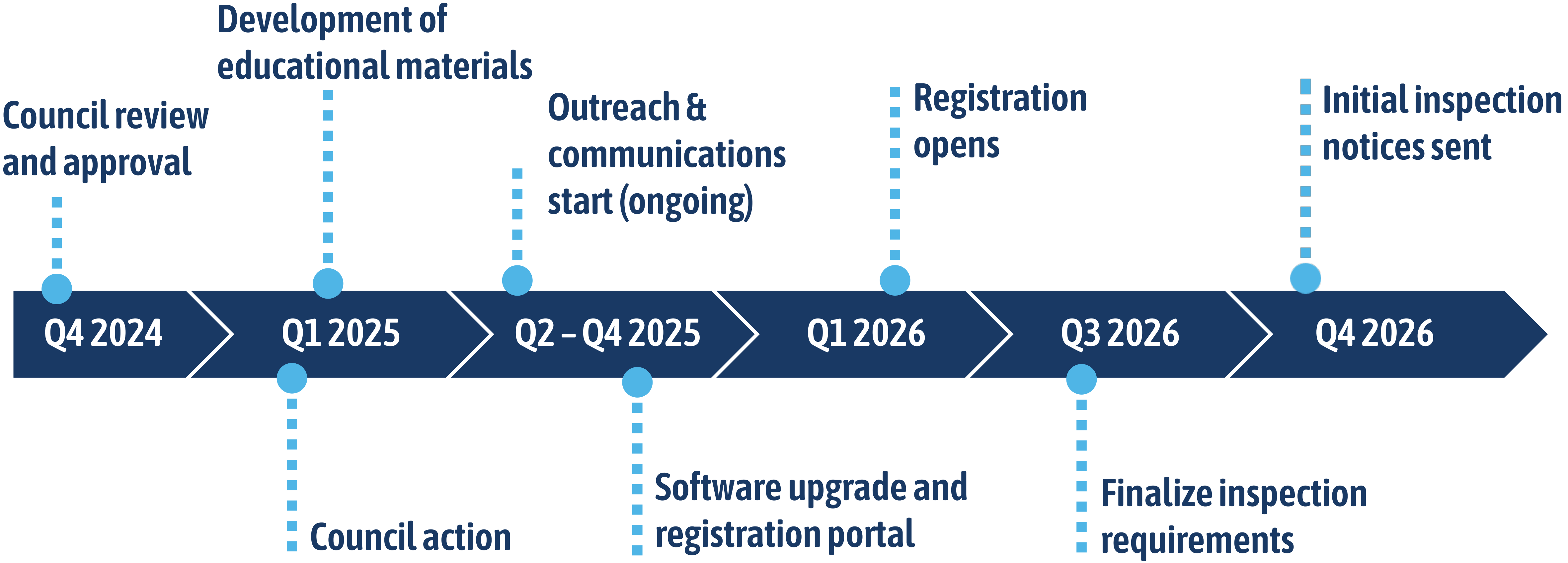
Education

- Implementation of program will require significant outreach and education for landlords and tenants
- Education could include information about legal requirements, fair housing, tenant notices, other resources
- Tenant rights, responsibilities and resources fact sheet to be developed for distribution at lease up
- Education elements can be included in registration process
- Provide inspection requirements and qualified inspectors list

Annual Reporting

City will provide an annual report documenting results of program, including units registered, inspections conducted and results, as well as revenue and expenses.

Estimated Timeline for Program Implementation



Questions and Discussion

MEMORANDUM

DATE: October 21, 2024

TO: Mayor Anne McEnerny-Ogle
Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Rental Habitability and Inspection Program Proposal**

CC: Patrick Quinton, Director, Economic Prosperity & Housing
Samantha Whitley, Housing Programs Manager

This memorandum summarizes the process by which City staff developed a proposed rental registration and inspection program to address concerns about the age and habitability of Vancouver's rental housing stock. The recommended program was developed in collaboration with an advisory group comprising the full range of landlord and tenant interests and represents a practical "middle ground" for collecting more detailed data on rental housing and helping ensure the City's rental housing stock is preserved in a safe and healthy manner.

Background

A comprehensive rental habitability program is identified in the Affordable Housing Task Force Report, and both the Reside Vancouver and Heights Equitable Development Plans as a key measure to mitigate housing insecurity for low-income and other vulnerable households. Rental registration and inspection programs are designed to ensure that residents at all income levels have access to quality housing. These measures typically include both programs to support landlords and at-risk households and regulations that require landlords to register rental units and maintain minimum habitability standards. Communities throughout Washington State have adopted differing combinations of rental registry and inspection programs, including Pasco, Bellingham, Seattle, Tacoma, and Olympia.

Vancouver currently does not have rental registration or inspection programs. Because fewer than 28% of Vancouver's rental units were built within the last 25 years, establishing and maintaining a clear picture of the health of the City's rental housing stock is critical to ensuring that the city's existing supply of housing is well-maintained. In addition, because older housing stock tends to rent at naturally affordable rates, regular inspections and maintenance will be particularly beneficial to the city's most vulnerable households.

Rental Habitability Advisory Group

At City Council's direction, staff convened a Rental Habitability Advisory Group to assess the need for enhanced habitability measures and recommend elements for a proposed program. Advisory Group members are listed in Attachment A to this memo.

The advisory group met six times between May and September 2024. Below is a summary of the meetings:

Date	Topics
June 27	• Introduction and background on habitability work • Scope and objectives of the committee
July 9	• Vancouver rental housing data review • Existing Vancouver inspections
July 24	• Business licensing for long-term rentals • Inspection program elements
August 7	• Program fees and cost recovery options • Relocation assistance for displaced tenants due to condemnation
August 30	• Review and feedback on first draft of program proposal • Discussion on outreach methods and program costs
September 24	• Review and agreement on final draft program • Discussion of statutory requirements and limits for new program • Education and outreach recommendations

Proposed Rental Registration and Inspection Program

The advisory group successfully navigated the range of issues and interests present in addressing rental habitability issues and is recommending a program with the following elements:

- Required registration of all rental units through a special Rental Housing License;
- Annual renewal of the license and payment of a $30 fee for each unit;
- Required inspections at regular intervals depending on the age and condition of rental units;
- Use of third-party private inspectors and submission of inspection certificates to the City to document completion of inspection;
- Involvement of City inspectors for properties with multiple failed inspections and serious health and safety issues;
- Establishment of a tenant relocation assistance fund to assist tenants who face relocation due to health and safety issues due to non-compliance by landlords or natural disasters; and
- Extensive outreach and education to landlord and tenants to provide necessary information on right and responsibilities, and available resources.

A detailed final draft of the program proposal is included with this memo.

Financial Considerations

The proposed program will implement a new fee to cover the costs of establishing and managing a rental registration and inspection operation. The assumptions used to set the $30/unit annual fee are included below.

Program Revenue Assumptions
Projections for anticipated ramp up in unit registrations:

Unit Registration Assumptions		
Total Rental Units (2022 Census)		38,025
Exempt Income-Restricted Units		(4,000)
Net Units Eligible for Registration		34,025
Year 1 Paid Registrations	10%	3,403
Year 1 Free Registrations	20%	6,805
Year 2 Registrations	40%	13,882
Year 3 Registrations	60%	21,240
Year 4 Registrations	70%	25,275

Staff Cost Estimates
New staff will be needed to perform the following functions:

- A program coordinator to implement and manage the rental registration process and program, including responding to questions, managing the database, reviewing registered properties against GIS data, selecting units for inspection, providing outreach and education materials and annual reporting on program.
- Provide accounting and licensing support to help with the licensing process including manual or in-person registrations.
- A new code enforcement officer will be needed to audit inspection reports, respond to potential increased tenant complaints, and follow up on hazardous conditions or failed re-inspections.
- Additional program support will be needed for mailing, code enforcement filing and reporting and general program administration.

Annual Cost Assumptions	**Salary and Benefits**
Senior Accounting Clerk (Licensing)	$94,720
Code Enforcement Officer	$121,360
Program Coordinator	$139,120
Program Support	$88,800

Other Projected Costs

- The City will need to adapt existing software program(s) to allow for online registration and payment and manage the registration and inspection databases.
- The City must amortize start-up costs associated with the program. Start-up costs include software enhancements, marketing and outreach, and incentives for initial registration.

Assumptions for program revenues and expenses are summarized below:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue @ $30/unit	$-	$306,225	$416,466	$637,193	$758,260	$773,425
Licensing/Accounting		$47,360	$97,562	$100,488	$103,503	$106,608
Code Enforcement		$0	$125,001	$128,751	$198,920	$204,888
Program Coordination	$69,560	$69,560	$143,294	$147,592	$152,020	$156,581
Program Support		$22,200	$45,732	$94,208	$97,034	$99,945
Marketing and Outreach	$50,000	$20,000	$20,600	$21,218	$21,855	$22,510
Relocation Set Aside		$10,208	$45,792	$2,999	$8,998	$5,998
Initial Sign-Up Incentive		$204,150	$0	$0	$0	$0
Software (Initial + Ongoing)	$50,000	$10,000	$10,300	$10,609	$10,927	$11,255
Indirect/Admin Costs		$8,166	$33,317	$50,975	$60,661	$61,874
Total Expenses	$169,560	$391,644	$521,597	$556,841	$653,918	$669,659
Net Surplus/(Deficit)	($169,560)	($85,419)	($105,131)	$80,352	$104,342	$103,766
Cumulative Surplus/(Deficit)	($169,560)	($254,979)	($360,109)	($279,757)	($175,416)	($71,650)
Tenant Relocation Assistance	$0	$4,209	$47,001	$41,002	$44,002	$38,003

Implementation

Given the operational and educational requirements for establishing a program of this scale, City staff are proposing a two-year timeline to implement all program elements. The short-term objective is to establish a rental registration program and perform extensive outreach to achieve maximum compliance. Once the registration program is functioning and a critical mass of registrations is achieved, the City will initiate periodic inspections utilizing the newly-established rental housing database.

Below are the proposed implementation milestones:

Task	**Timeline**
Council review of program proposal	Q4 2024
Adoption of new City code and program requirements	Q1 2025
Development of educational materials	Q1 2025
Outreach and communication to landlords and tenants	Q2-4 2025
Software upgrade and development of online registration portal	Q3-4 2025
Registration opens for property owners	Q1 2026
Finalize inspection requirements and protocols	Q3 2026
Initial inspection notices sent to property owners	Q4 2026

Advisory Group Feedback and Recommendation

As referenced above, the proposed program reflects the consensus view of the advisory group and represents a suitable "middle of the road" approach. While the group included individuals representing divergent interests, group members stated that they felt the process was constructive and collaborative. Certain program elements, including the form of inspection, use of private inspectors, inspection reporting responsibilities to the City and the size and role of the tenant relocation assistance fund are all solutions that emerged from group discussions.

In addition to formulating specific program recommendations, the group provided feedback on implementation and likely impacts from the program. The group advocated for extensive outreach and education throughout 2025 so that the rental housing community, including landlords, tenants, property management and service providers are fully aware of any new requirements prior to the proposed program implementation in 2026. The advisory group also felt that it would be difficult to reach out-of-town and investor landlords to inform them of new registration and inspection requirements.

With regard to impacts, the group shared concerns about a potential increase in housing costs to tenants if landlords increase fees or rental amounts to cover costs of unit repairs. There could also be a potential increase in tenant displacement due to more units deemed to be uninhabitable through proactive inspections. These concerns were balanced with the consideration that ensuring safe and healthy housing is an important goal for the community.

While the group did vote to recommend the proposed program for City Council review and action, certain members of the group abstained due to their roles in representing landlord interests and an unwillingness to vote on behalf of these landlords. Despite the abstentions, these representatives indicated appreciation for the fairness and transparency of the process.

Next Steps

Based on feedback from Council, staff will begin working on both 1) updates to City code to establish the program and new requirements for rental properties and 2) planning for implementation of the registration program. Staff expects to have code updates for Council action in Q1 2025 and will have operational requirements for rental registration finalized by Q2. Staff will spend the remainder of 2025 performing outreach to landlords and tenants and preparing for the launch of rental registration in Q1 2026.

ATTACHMENT A

City of Vancouver Rental Habitability Advisory Group

Albert Angelo III	Owner at Al Angelo Company
Ren Autrey	Steering Committee Leader at Resident Action Project Director at Outsiders Inn
Chris Barber	President at Invest West Property Management
Josh Butler	Data Coaching Manager at A Way Home Washington
Fred Dockweiler	Managing Director at Berkadia Commercial Real Estate
Sean Flynn	Executive Director at Rental Housing Association of Washington
Chey Lewis	Tenant, referred through Washington Low-Income Housing Alliance
Ryan Makinster	Director of Government Affairs at WA Multifamily Housing Association
Denny Miller	Owner at Zenith Properties, single-family rental property manager
Ben Moody	Tenant Attorney at Clark County Volunteer Lawyers
Gina Ochoa	Diversion Program Director at Council for the Homeless
Quinn Posner	Landlord attorney at NW Landlord Solutions
Nate Powers	Deputy Director at Community Mediation Services
Amy Roark	President of VHA Resident Advisory Board
Heather Sheppard	Equity and Collaborative Impact Manager at SWACH
Andy Silver	Executive Director at Vancouver Housing Authority
Shane Smith	General Manager at Premier Property Management
Sunny Wonder	Deputy Director at Council for the Homeless
Jason Wylde	Director at Housing Connector

Rental Habitability Program Proposal

Introduction

Since 2016, several of Vancouver's planning efforts, including the Affordable Housing Task Force and the RESIDE Vancouver plan, have recommended that rental properties be registered with the City and be inspected or certified habitable on a routine basis. The following proposal was developed with the help of a community advisory group that met for four months to consider and make recommendations on each component of the proposal. The advisory group was composed of housing providers, property management companies, attorneys, state multifamily rental association representatives, as well as tenants, homeless service providers, advocates, and the housing authority. This advisory group carefully weighed the benefits of maintaining safe and healthy rental housing with the impacts of implementing the proposed program.

Annual Rental Housing Registration

Each separate rental housing property location within the City of Vancouver will be required to apply for and renew annually a Rental Housing License. This license will be required in addition to the annual business license.

- **Property Information.** The following information must be submitted each year as part of the license application:
    - Rental property name and address
    - Year built
    - Type of rental (multifamily, duplex, ADU, single-family, etc.)
    - Number of units and number of bedrooms and bathrooms for each unit
    - Number of units restricted to tenants earning less than 60% of area median income
    - Owner contact information
    - Local contact person (e.g., property manager, maintenance contact) if applicable

- **Exemptions.** The following residential units will be exempt from the Rental Housing License requirement:
    - Short-term rentals (less than 30 days), hotels, emergency shelter, nursing homes and hospitals
    - Owner-occupied single-family housing (i.e., mobile homes or renting a bedroom).
- No other long-term rental housing units will be exempt from registration.
    - Income-restricted (covenanted) housing affordable to households earning less than 60% of area median income must register but will be exempt from registration fee.

Registration Fee

The City will assess a $30/unit fee each year as part of the annual licensing process payable at the time of registration. Property owners will pay the fee on each rental unit regardless of the number of units in a property.

- **Affordability Exemption.** Owners of rental units restricted to households earning 60% AMI or less will be exempt from paying the registration fee on those affordable units. The owners will still be required to register those units.

- **Initial Incentive.** As an incentive to encourage compliance with the new registration requirement, properties that are registered within the first 90 days of program launch will have their first-year registration fee waived.

- **Penalties.** The City will impose a $500 per year per property penalty for property owners that do not obtain a Rental Housing License. If a property remains unlicensed after repeated notices by the City, the account will be turned over to a third-party collections agency which will seek payment of fees, penalties and interest.

Rental Housing Inspections

Washington State Statute (RCW 59.18.125) sets the frequency and percentage of units that can be inspected by local jurisdictions.

- **Schedule.** All residential rental housing units will be required to be inspected on a regular basis for safety and health standards.
- Rental units will be inspected according to the following schedule:

Newly constructed units	First inspection 5 years after certificate of occupancy
Units less than 50 years old <u>and</u> previously passed inspection	Every 4 years
Units more than 50 years old <u>or</u> previously failed inspection	Every 3 years

- **Unit Selection.** The number of units inspected at each property will be determined as follows:

Buildings with 20 units or less	4 units selected randomly by City
Buildings with more than 20 units	20% of units selected randomly by City
If a selected unit fails an inspection, the City may require additional units be inspected.	

  - Property owners can choose to inspect every unit rather than a sampling of units.
  - All tenants at a property must be notified of potential inspection of any unit in accordance with RCW.

- **Inspectors.** Inspections will be performed by private, qualified inspectors who will be hired and paid by landlords or property managers.

- **Inspection Standards.** Inspections will be performed utilizing Federal Housing Quality Standard (HQS) standards, focusing only on health and safety of living space. Properties will not be inspected to current code standards nor require property upgrades unrelated to health and safety to pass inspection.
    - Yard maintenance issues such as vegetation or non-running cars will not be part of habitability inspection unless they cause a safety issue for tenant. Outdoor issues would still be subject to code enforcement complaint process.
    - Projects that are inspected according to Federal standards because of participation in a government subsidy or incentive program may use that inspection to meet the City inspection requirement if the inspection has occurred within the required time frame.

- **Inspection Results.** Inspection results will be utilized as follows:

Pass	No corrections, no follow up – private inspector provides City with certificate of passed inspection
Pass with minimal corrections	Inspector documents corrections via photograph or virtual re-inspection – private inspector provides City certificate of passed inspection once corrections are complete
Pass with multiple corrections	1. Status report to inspector within 10 days to discuss repair timeline; physical re-inspection required. 1.a. If only a sampling of units were inspected, the inspector will provide City with copy of inspection reports and the City may request inspection of additional units. 2. Inspector provides City with certificate of passed inspection after re-inspection within 30 days
Failure to provide inspection certificate within required timeframe	If the inspector provides multiple failed inspection reports without corrections and/or fails to provide a certificate of passed inspection within 60 days of due date, the unit will be referred to Code Enforcement for further action.

Code Compliance

- **City Inspections.** If the City does not receive a certificate of passed inspection for a property within the required timeline, a City Code Compliance Officer will visit the property to perform an inspection. The property owner will be charged a fee if the City performs an inspection under these circumstances.
    - The City will follow the same inspection protocol as private inspectors to assist property owners in addressing any necessary habitability issues.
    - If code violations impacting the health and safety or tenants are identified, the Compliance Officer will advise the property owner and post a notice giving a deadline for re-inspection. The timeline given by the officer will depend on the severity of the violations and their impact on habitability.
    - Since the goal is to have repairs made and keep the property part of the City's rental stock, Code Compliance will work with a property owner to allow the necessary time to make repairs as long as the owner is demonstrating a commitment to fixing outstanding issues.

- **Enforcement.** If an owner is not demonstrating a commitment to start or complete necessary repairs, Code Compliance may issue daily fines of up to $250 until repairs are completed.
    - In rare cases, the City will post an Order to Vacate (condemnation) for buildings that are unsafe and uninhabitable. The City anticipates that this will occur 2-3 times per year once the program is fully implemented and hundreds of properties are being inspected each year.

Additional Program Elements

In conjunction with registration and inspection components, the habitability program will include these additional program supports.

- **Education and Outreach.** Both landlords and tenants need additional information about City and State requirements and available resources.
    - Education elements can be included in registration process.
    - Housing providers shall provide City-created resource document to tenants at lease up and renewal.
    - Rental registration will create a mailing list of housing provider contacts to share relevant information at regular intervals.

- **Relocation Assistance.** Per RCW 59.18.085, the City will implement a tenant relocation assistance program for situations in which the landlord knows, or should have known, that the property is uninhabitable as determined by City Code Enforcement. Relocation is to be paid by landlord within 7 days and includes any prepaid deposit or rent plus assistance in the amount of $2,000 or 3-month's rent, whichever is greater. The City may advance the cost and collect civil penalties from the landlord if necessary.
    - The City will establish and fund a Tenant Relocation Assistance Fund using excess registration fees to provide funds to tenants in the event a landlord is unwilling or unable to pay required assistance in a timely manner. The City will utilize the fund as a stop gap while it collects required assistance from landlord.
    - Relocation assistance is not required to be paid by the landlord if the property is uninhabitable due to tenant's illegal conduct, natural disaster, or due to acquisition by eminent domain.

- **Reporting.** City staff will prepare and present an annual report to City Council and the public documenting results from the proposed program, including units registered, inspections conducted and results, as well as revenue and expenses for the program.

City Council Meeting Minutes

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

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

August 26, 2024

Workshops: 4:00-6:00 p.m.

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/36713?startStreamAt=0&stopStreamAt=5661

Performing Arts Feasibility
(Approximately 1 hour)

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Staff led Council through a discussion of the Performing Arts Feasibility.

Councilmembers Fox and Stober were absent from the workshop.

Heights Request For Proposal (RFP) Developer Selection
(Approximately 1 hour, to immediately follow the previous workshop)

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

Staff led Council through a discussion of the Heights Request for Proposal (RFP) Developer Selection.

Councilmembers Fox and Stober were absent from the workshop.

Council Dinner / Executive Session Re: Potential Litigation and Pending Litigation (30 Min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:33-6:20 p.m. to discuss Potential Litigation and Pending Litigation.

Regular Council Meeting

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/36715?startStreamAt=0&stopStreamAt=2168

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

Present: *Councilmember Harless, Councilmember Perez, , Councilmember Paulsen, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *Councilmember Fox, Councilmember Stober*

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried Yes: 5, No: 0, Abstaining: 0, to excuse Councilmembers Fox and Stober. Absent from vote: Councilmember Fox, Councilmember Stober.

Approval of Minutes

Minutes - June 10, 2024

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried Yes: 5, No: 0, Abstaining: 0, to approve the meeting minutes of June 10, 2024. Absent from vote: Councilmember Fox, Councilmember Stober.

Community Communication

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

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

- *Kimberlee Goheen Elbon, La Center, WA*

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

Consent Agenda

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

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried Yes: 5, No: 0, Abstaining: 0, to approve the items on the Consent Agenda. Absent from vote: Councilmember Fox, Councilmember Stober.

1. **Construction Acceptance - Ross Street LID Retrofits**
   Staff Report: 163-24

   Request: On August 26, 2024, accept the Ross Street LID Retrofits as constructed by Western United Civil Group, LLC, of Yacolt, WA, release of contract bonds subject to receipt of all documentation required by law.

   Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer, aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

Motion approved the request.

2. **Partial Vacation - Existing Public Drainage Easement Conveyed to Drainage Improvement District No. 11 over Property 100663000 Recorded Under AFN G131473**
   Staff Report: 164-24

   Request: Authorize the City Manager, or designer, to sign the attached easement release.

   Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer, aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

Motion approved the request.

3. **Contract Amendment - United Services Contract (C-101224) Increase**
   Staff Report: 165-24

Request: On August 26, 2024, approve the proposed Agreement amendment, increasing the authorized expenditure amount by $625,745 to a revised not-to-exceed Agreement amount of $1,015,354 to cover increased costs of modular/mobile hygiene unit rentals for continued use in three Safe Stay Communities and one Safe Parking site.

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Motion approved the request.

4. 2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant Program
Staff Report: 166-24

Request: Authorize the City Manager, or designee, to approve the 2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant and execute any agreements consistent with the terms attached.

Brennan Blue, Fire Chief, brennan.blue@cityofvancouver.us

Motion approved the request.

5. Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250
Staff Report: 167-24

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

Request: Approve the ordinance on first reading and set a date of September 9, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by $2,004,482 for a total contract amount of $3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

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

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for August 26, 2024.

Motion approved claim vouchers in the amount of $8,066,816.40.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Commission on Aging Update

Franklin Johnson, Commission on Aging Chair, joined with Cass Freedland, Mike Anderson and Ken Lund, discussed the Commission on Aging Update.

November 2024 Ballot Measures

Jonathan Young, City Attorney, discussed the November 2024 Ballot Measures.

Community Forum

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

- *Kenneth Harrison, Vancouver*
- *Carmen DeLeon, Vancouver*
- *Paul Mabie, Vancouver*
- *Margaret Milem, Vancouver*
- *Shareefah Hoover, Vancouver*
- *Joyce Brekke, Vancouver*
- *Danielle Jokela, Clark County*
- *Rheta Rubenstein, Ridgefield, WA*
- *Chatham Olive, Vancouver*
- *Sherie Szubski, Vancouver*
- *Rusty Hoyle, Vancouver*
- *Eric Jensen, Scappoose, OR*
- *Kimberlee Goheen Elbon, La Center, WA*

There being no further tetsimony, Mayor McEnerny-Ogle closed Community Forum.

Adjournment

7:58 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: Wynn Grcich
To: Rebecca Messinger
Cc: Dollar, Sarah
Subject: Watch "PROOF! U.S. government CAUGHT poisoning American cities with Fluoride | Redacted w Clayton Morris" on YouTube
Date: Sunday, August 25, 2024 9:49:05 AM

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

https://youtu.be/e6hB5FTAX50?si=RGNFcm9RGhbqW419. Please send to council members and MELNICK. Put on public record and confirm that you did. This video should be shown at a council meeting. Thanks from Wynn

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

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

September 9, 2024

Workshops: 4:00-6:00 p.m.

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/36737?startStreamAt=0&stopStreamAt=7454

Access, Mobility, and Parking Plan: Existing Conditions Report
(Approximately 1 hour)

Patrick Quinton, Economic Development Director, Gabe Montez, Parking District Manager, patrick.quinton@cityofvancouver.us, gabriel.montez@cityofvancouver.us

Staff led Council through a discussion of the Access, Mobility, and Parking Plan: Existing Conditions Report.

Councilmember Paulsen was absent from the workshop.
Councilmembers Harless, Perez and Fox were late to the workshop.

Comprehensive Plan Update
(Approximately 1 hour, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Commmunity Development Director, Domenique Martinelli, Senior Planner, rebecca.kennedy@cityofvancouver.us, domenique.martinelli@cityofvancouver.us

Staff led Council through a discussion of the Comprehensive Plan Update.

Councilmember Paulsen was absent from the workshop.

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/36739?startStreamAt=0&stopStreamAt=4580

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Stober, Councilmember Hansen, and Mayor McEnerny-Ogle*

Absent: *Councilmember Paulsen*

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Paulsen. Absent from vote: Councilmember Paulsen.

Approval of Minutes

Minutes - June 17, 2024

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried Yes: 6, No: 0, Abstaining: 0, to approve the meeting minutes of June 17, 2024. Absent from vote: Councilmember Paulsen.

Minutes - June 24, 2024

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried Yes: 6, No: 0, Abstaining: 0, to approve the meeting minutes of June 24, 2024. Absent from vote: Councilmember Paulsen.

Minutes - June 29, 2024

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried Yes: 6, No: 0, Abstaining: 0, to approve the meeting minutes of June 29, 2024. Absent from vote: Councilmember Paulsen.

Proclamations

National Service Dog Month

The National Service Dog proclamation was not read during the City Council meeting.

National Preparedness Month

Mayor McEnerny-Ogle read and presented a proclamation to Gene Juve, Emergency Preparedness Manager, proclaiming September 2024 as National Preparedness Month.

Hispanic Heritage Month

Mayor McEnerny-Ogle read and presented a proclamation to Nicole Davison León, Executive Director of the Hispanic Metropolitan Chamber, and Dámaris Martìnez, Events & Operations Manager, proclaiming September 2024 as Hispanic Heritage Month.

Community Communication

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

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

- *Kimberlee Goheen Elbon, La Center, WA*
- *Josh Harmon, Vancouver*

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

Consent Agenda

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

Council pulled items 7 and 8 for discussion.

Motion by Councilmember Perez, seconded by Councilmember Stober, and carried Yes: 6, No: 0, Abstaining: 0, to approve items 1-6, and 9 on the Consent Agenda. Absent from vote; Councilmember Paulsen.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried Yes: 6, No: 0, Abstaining: 0, to approve items 7 and 8 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

1. Bid Award - NW Daniels St (W 34th St to W 39th St) Water Main Replacement, per ITB 24-40

Staff Report: 168-24

Request: Award a construction contract for the NW Daniels St (W 34th St to W 39th St) Water Main Replacement project, to the lowest responsive and responsible bidder, Halme Excavating, Inc of Battle Ground, Washington at their bid price of $364,463.49 which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Michelle Henry, Senior Civil Engineer,
michelle.henry@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - Heights District Infrastructure Design

Staff Report: 169-24

Request: Authorize the City Manager, or designee, to execute Amendment No.5 to the Professional Service Agreement with First Forty Feet to advance the next phase of design of public infrastructure and increase the contract amount by $3,199,219.07 to a revised amount of $8,270,688.07.

Amy Stewart, Real Estate Project Manager,
amy.stewart@cityofvancouver.us

Motion approved the request.

3. **Contract Amendment - Approval of increasing the threshold of an existing contract with HMI Oregon (Pacific WRO):C-101148**

Staff Report: 170-24

Request: Authorize the City Manager, or their designee, to increase the spending limit with HMI Oregon for furniture purchases as part of the Marine Park Engineering facility remodel by $300,000.

Sheryl Hale, Senior Engineering Supervisor, sheryl.hale@cityofvancouver.us

Motion approved the request.

4. **Contract - Professional Services Agreement with GBD Architecture for Architectural and Engineering Design Services for 521 Chkalov Drive Property Renovation**

Staff Report: 171-24

Request: Authorize the City Manager, or designee, to enter into a professional services agreement and any amendments with GBD Architecture of Portland, OR, for the provision of architectural and engineering design services in an amount not to exceed $1,583,497.

Ryan Knox, Senior Civil Engineer, Jean Singer, Capital Projects Manager, ryan.knox@cityofvancouver.us, jean.singer@cityofvancouver.us

Motion approved the request.

5. **Approval of Land Parcel Exchange with Vancouver Public Facilities District to Facilitate the Expansion of the Convention Center**

Staff Report: 172-24

Request: Authorize the City Manager, City Attorney, and/or designee(s) to execute attached Real Estate Purchase and Sale Agreement (REPSA) and corresponding Memorandum of Understanding (Exhibit C to REPSA).

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Motion approved the request.

6. **Grant for 2023 Washington Department of Ecology Spill Prevention, Preparedness, and Response Equipment**

Staff Report: 173-24

Request: Authorize the City Manager, or designee, to approve the 2023 Washington, Department of Ecology, Spill Prevention, Preparedness, and Response Equipment Grant in the amount of $84,000.

Thomas O'Connor, Division Fire Chief,
thomas.oconnor@cityofvancouver.us

Motion approved the request.

7. **Ordinance for 2024 Housing Code Changes in Advance of the Comprehensive Plan**

AN EMERGENCY INTERIM ZONING ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing findings of fact justifying this action and a workplan for related studies; establishing an immediate effective date and providing for severability.

Staff Report: 174-24

Request: On September 9, 2024, approve interim zoning ordinance pursuant to RCW 36.70A.390, adopting the 2024 housing code changes and associated workplan leading to public hearing review within 60 days.

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

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

Motion approved the request.

8. **Ordinance Authorizing Contract Agreement between Clark County, the City of Vancouver and Columbia Resource Company for long-term Solid Waste Disposal and Processing Services**

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington (“County”), the City of Vancouver, Washington (“City”) and Columbia Resource Company (“Contractor”), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

Staff Report: 175-24

Request: Advance the ordinance on first reading and set a date of September 16, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to finalize and execute the MSA, Attachment A.1, A.2 and A.3 between Clark County, the City of Vancouver and Columbia Resource Company.

Julie Gilbertson, Solid Waste Supervisor, Cary Driskell, Assistant City Attorney, Steve Worley, Public Works Director, julie.gilbertson@cityofvancouver.us, cary.driskell@cityofvancouver.us, steve.worley@cityofvancouver.us

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

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for September 9, 2024.

Motion approved claim vouchers in the amount of $16,363,046.88.

Public Hearings

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

10. Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250
Staff Report: 167-24

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

Request: Upon second reading and a public hearing, approve the ordinance. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by $2,004,482 for a total contract amount of $3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

Frank Dick, Wastewater Treatment Program Manager,
frank.dick@cityofvancouver.us

Steve Worley, Public Works Director, provided an overview of the Ordinance Authorizing Amendments to Professional Services Agreement - Final Design.

Council discussed the item briefly with staff.

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

- *Kimberlee Goheen Elbon, La Center, WA*

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4456. Absent from vote: Councilmember Paulsen.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:45 p.m.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

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

From: City Council
To: Dollar, Sarah
Subject: FW: Council Meeting Agenda -Parking
Date: Monday, September 9, 2024 9:42:52 AM

From: Ryan Petrea <[redacted]>
Sent: Sunday, September 8, 2024 1:56 PM
To: City Council <council@cityofvancouver.us>
Subject: Council Meeting Agenda -Parking

You don't often get email from [redacted]. Learn why this is important
CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Written comments:
I wanted to speak on the parking issues on the waterfront as a disabled veteran finding parking is an issue, there is no ADA Parking spots on the streets, only ADA Parking nearby is in apartment building garages and we would have to pay $150 a month. As I am only on VA Disability pay, this would create a financial issue for most veterans who are already struggling and on the verge of homelessness. MFTE doesn't include parking! Also with visitors and the homeless parking longterm in some spots, there should be more parking enforcement around residential locations.

From: Wynn Grcich
To: Rebecca Messinger; Dollar, Sarah
Subject: Watch "Group Suing Governments RE: Vaccine Injuries" on YouTube
Date: Monday, September 9, 2024 12:45:50 AM

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

https://www.youtube.com/live/n5cKGIWZuHE?si=42zEccnVAcIVeK7J please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

Staff Report: 212-24

To: Mayor and City Council
From: City Manager
Date: October 21, 2024

Subject

Construction Acceptance - Fourth Plain East Orchards Stormwater Retrofit for ITB 23-03

Key Points

- The project installed stormwater improvements in NE Fourth Plain Blvd to provide runoff treatment and increased infiltration capacity.
- A portion of this project was funded by the Washington State Department of Ecology (Ecology).
- Halme Excavating Inc, fell short of the 4% apprenticeship goal.

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

Halme Excavating Inc. has completed construction of the East Orchards Fourth Plain Stormwater Retrofits. The project constructed 16 bioretention facilities, 5 media filter treatment catch basins, and associated infiltration systems in the public right-of-way to collect, treat, and infiltrate stormwater runoff. This project will ultimately improve water quality prior to infiltration, and improve roadway and pedestrian safety by reducing flooding during intense rain events.
The work was completed satisfactorily and in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$2,041,548.27
Total	$2,041,548.27
Sales Tax	$0.00

The original contract amount was $2,028,894.00. The final project cost was $2,041,548.27, which was $12,654.27 (0.6%) higher than the original contract amount. Ecology approved additional funding to cover costs greater than the initial Engineer’s Estimate in the executed grant agreement. The increased cost mostly resulted from an unlocated Lumen telecommunications duct bank within the northern portion of NE Fourth Plain Blvd. This required design changes to avoid the duct bank, which could not be altered or relocated.

This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. Ecology reimbursed $1,505,053, or 74% of the construction costs.

Halme Excavating Inc. was unable to meet the 4% apprenticeship goal for the project. There was a 2% apprenticeship utilization on the project using 90.38 apprenticeship hours out of the total 5,735.25 project hours. A good faith effort waiver was granted for the penalty.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.

Challenge(s)

None

Budget Impact

Funds for these improvements were appropriated in 2023-2024 Surface Water Construction Capital Budget.

Prior Council Review

1. Approval of the 2023-2024 Surface Water Construction Capital Budget.
2. Award of contract at the July 10, 2023, Vancouver City Council Meeting.

Action Requested

On October 21, 2024, accept the East Orchards Fourth Plain Stormwater Retrofit as constructed by Halme Excavating Inc, of Battle Ground, WA, and authorize release of retainage in the amount of $102,077.41, subject to receipt of all documentation required by law.

Staff Contact

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

Attachments:

1. Project Vicinity Map

East Orchards Fourth Plain Stormwater Retrofit

N

500 250 0 500 Feet

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Staff Report: 213-24

To: Mayor and City Council
From: City Manager
Date: October 21, 2024

Subject
Construction Acceptance - Fire Station 11, per ITB 21-12

Key Points

- The new build of Fire Station 11 has been completed. The bid was awarded in April 2021 and completed in September 2023, with the facility in operation since October of 2023.
- Finalizing the construction contract releases retainage for work performed to Kirby Nagelhout Construction Company.

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

Present Situation
Kirby Nagelhout Construction Company completed the construction of Fire Station 11 in 2023. This is part of the City's overall initiative to build new fire stations and improve existing fire facilities. The building has been in use for nearly a year and has successfully supported fire department operations.

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

Total Contract Costs	
Labor, Equipment, and Material	$7,024,495.64
Sales Tax	$578,922.85
Total	$7,603,418.49
Retainage	$351,224.78

Kirby Nagelhout Construction Company exceeded the 5% Apprenticeship Utilization Goal for this project by using 4,867.8 apprentice hours out of the total 37,464.48 project hours.

Advantage(s)

- This project provided a new fire station which expanded the response network and improved the quality of fire response services for our community.
- As a new build and location for fire services, the facility alleviates emergency response load off stations 4 and 7, and provides quicker response times for the area.
- Formal project acceptance completes the City's obligation in the contract for Fire Station 11's

construction with Kirby Nagelhout.

Challenge(s)
None

Budget Impact
Funds for this project were budgeted in the 2020-2021 and 2022-2023 Capital Biennial Budgets

Prior Council Review
The construction bid was awarded at the April 26, 2021 council meeting.

Action Requested
On October 21, 2024, accept the facilities as constructed by Kirby Nagelhout Construction Company, and authorize release of the contractor's retainage, subject to receipt of all documentation required by law.

Staff Contact
Jean Singer, Capital Projects Manager, jean.singer@cityofvancouver.us

Attachments:
None

Staff Report: 214-24

To: Mayor and City Council
From: City Manager
Date: October 21, 2024

Subject
Bid Award - The Main Street Promise Project, 5th Street to 15th Street (100358), per Bid #ITB 24-46

Key Points

- The project will upgrade and provide urban complete street standards for Main Street between 5th Street and 15th Street.
- The project features unique elements including a curbless design, furnishings, decorative lighting, bicycle facilities and a robust pedestrian infrastructure that are designed to encourage the movement of people through the corridor.
- The project is designed to create a stronger sense of community identity and provide a welcoming place that attracts visitors and residents.
- The project is funded through multiple sources including a portion of the City's American Rescue Plan Act (ARPA) allocation, the City's street funding strategy, the City water utility fund and the City sewer utility fund.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation
The Main Street Promise Project will reconstruct 10 blocks of the Main Street corridor between 5th Street and 15th Street. The project includes the reconstruction of existing public water and sewer mains; reconstruction of the roadway, sidewalks, curb ramps and parking zones; installation of modern LED street and decorative lighting; installation of single and multiple bike storage facilities including at least one e-bike charging station; installation of two electric vehicle charging stations; reconstruction of existing traffic signal systems; and installation of furnishing, art and gathering spaces throughout the corridor.

The project was advertised in May 2024. The City rejected all bids, revised the plans and specifications, and re-advertised the project on September 10, 2024. Revisions consist of the updated City of Vancouver apprenticeship policy, supplemental bidder responsibility criteria, and utility locates.

On October 1, 2024 the City received 3 bids for the subject project. The bids ranged from $19,104,227.30 to $19,751,968.67. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**

Nutter Corporation	$19,104,227.30
Rotschy, Inc.	$19,564,399.84
Tapani, Inc.	$19,751,968.67
Engineers Cost Estimate	$18,000,000 to $19,500,000

Based on the current City Apprenticeship Policy, there is a minimum apprenticeship goal of 15% of the utilized labor hours for this project. Nutter Corporation has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 9,528 hours of apprentice time of the estimated total of 57,240 applicable labor hours for the project.

Advantage(s)

1. Transforms the lower Main Street corridor into a vibrant and pedestrian friendly environment where visitors and residents can access thriving businesses in an active urban setting.
2. Implements improved neighborhood mobility and safety for vulnerable road users with the implementation of the complete streets elements with the project.

Challenge(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, through the implementation of a robust outreach and communications plan, impacts stemming from construction activities will be minimal.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through a combination of the City's ARPA allocation, the City's street funding strategy, the City water utility fund, the City sewer utility fund and other smaller funding sources. Sufficient funds are budgeted to construct the project.

Prior Council Review

1. City Council received an update on the Main Street Promise Project design and public outreach efforts during a workshop held on July 17, 2023.
2. City Council endorsed the final design for the Main Street Promise Project during a public hearing held on October 23, 2023.
3. City Council rejected all bids on July 15, 2024 and the project was re-advertised with revisions to the plans and specifications.

Action Requested

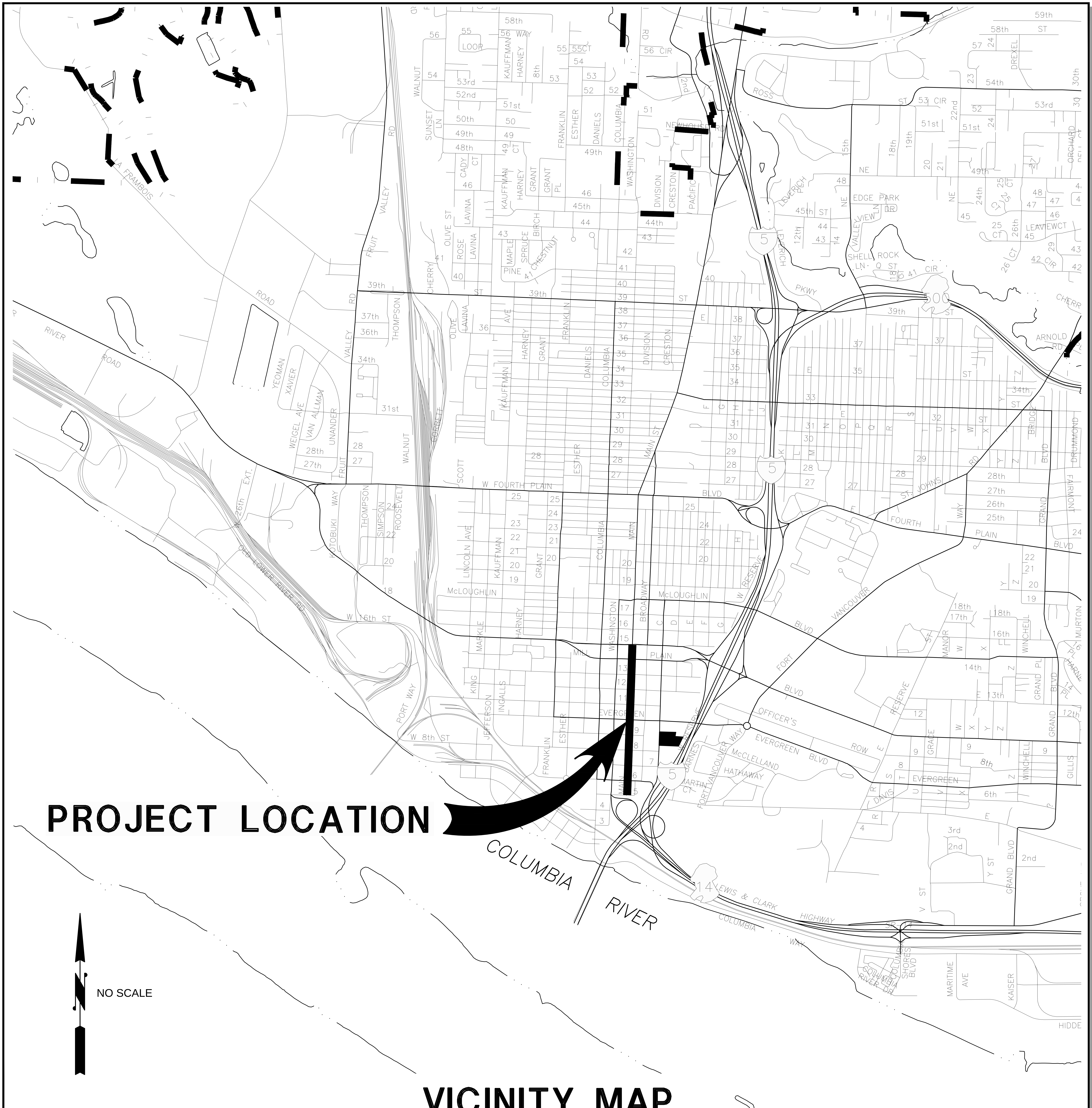
On October 21, 2024, award a construction contract for the Main Street Promise Project – 5th Street to 15th Street to the lowest responsive and responsible bidder, Nutter Corporation, at their bid price of $19,104,227.30, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

Staff Contact

Ryan Lopossa, Streets and Transportation Manager, ryan.lopossa@cityofvancouver.us

Attachments:

1. Vicinity Map Main Street Promise
2. ITB24-46_UnExContract



VICINITY MAP

CONSTRUCTION CONTRACT # C-101772
ITB 24-46: Main Street Promise - Rebid

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Nutter Corporation, 7211 NE 43rd Ave, Vancouver, WA 98661, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-46 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Month Day, Year per Staff Report No. ##-##; and

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

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

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

   This Contract provides for the improvements of Main Street from W 5th Street to E 15th Street. The Project includes roadway excavation, stormwater conveyance and treatment, potable water, sanitary sewer, paving with HMA and/or concrete, structural improvements, irrigation systems, erosion control, curbs, unit pavers, sidewalk, traffic control, temporary pedestrian access, pavement markings, traffic signals, illumination systems, landscaping, and site furnishings and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

   The Contract Work shall be Physically Complete within 510 Working Days from the Notice to Proceed.

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

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

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

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

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

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

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the

solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $19,136,227.29 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$10,000,000
Products & Completed Operations Aggregate	$10,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$5,000,000
Annual Aggregate	$10,000,000

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

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

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

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

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

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

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

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

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

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

10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties

hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

12. **PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

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

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.
    In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he

or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. **EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
    b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

33. **CLEAN AIR ACT:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

34. **PROCUREMENT OF RECOVERED MATERIALS:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35. **DOMESTIC PREFERENCE:** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

    For purposes of this section:

    a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

39. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid, including Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Standard Plans,
    7. WSDOT Standard Specifications,
    8. WSDOT Standard Plans.

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

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

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

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

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

For the Contractor:
Shannon Buell
Nutter Corporation
7211 NE 43rd Ave
Vancouver, WA 98661
shannonb@nuttercorp.com

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

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Nutter Corporation

____
Signature

____
Printed Name /Title

____
Date

Staff Report: 215-24

To: Mayor and City Council
From: City Manager
Date: October 21, 2024

Subject
Contract Amendment - Waterfront Maintenance Amendment for Pacific Landscape Contract Extension

Key Points

- The City awarded contract #C-101400 in August 2023 to Pacific Landscape Services in the amount of $480,000 for a period of not to exceed two years.
- The actual bid proposal submitted by Pacific Landscape Services is $343,331.99 per year; $686,663.98 for two years, plus add-on services requested by the owner.
- The contract awarded to Pacific Landscape Services is $206,663.98 short to complete the base bid for two years.
- This action would both correct the contract amount and extend the contract to align with the City's biennial budget period.

Strategic Plan Alignment
Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation
When the Waterfront Park was developed, the City and developer agreed to contract for landscaping services and share the cost. The initial contract for these services began in 2018 and ran for five years through 2023. In June 2023, the City issued a Request for Proposals (RFQ) for these services at the Waterfront Park services. The RFQ considered a variety of criteria: overall cost, firm experience with similar properties, quality of work, sustainable practices and references.

The City received five proposals and reviewed these with an evaluation committee including the developer. Based on this process Pacific Landscape Services was selected with a base cost bid of $343,331.99 per year. The bid proposal also includes add-ons for owner requested services estimated at $15,000. The agreed upon contract term was one-year since the contractor was new to this site which would allow us to evaluate effectiveness. The duration of this Contract may be extended for up to five (5) additional years by mutual written agreement signed by the parties.

The contract limit that was approved in that contract was not consistent with the bid amount listed above due to an oversight. This contract update would rectify that and sync the contract limit with the annual bid amount through the duration of the contract.

We have found the work of Pacific Landscaping to meet all expectations under the contract. Due to this, we are also proposing to extend the contract through December 31, 2026. This overlaps with the City's biennial budget to ensure that the updated contract limit is completely consistent with funds budgeted for these services. Also, future consideration of this contract will be completely in sync with the City's budget process. Throughout the biennium, we will seek to ensure that the sustainable methods and equipment used by Pacific Landscaping will mirror efforts that City maintenance staff are making. The total contract limit requested through the proposed contract period (28 months) is $836,108.00.

Advantage(s)
Will result in the continued highly professional landscape services at the Waterfront Park by an experienced firm that maintains multiple park and residential properties throughout Oregon and Washington through the upcoming biennium.

Challenge(s)
None

Budget Impact
Sufficient budget is available in the 2023-24 and 2025-2026 biennium to support this amended contract as part of the Grounds Maintenance Fund.

Prior Council Review
Contract award in August 2023.

Action Requested
Approve an amendment to #C-101400 with Pacific Landscaping Services as the maintenance firm for Vancouver's Waterfront Park expected at $343,332 annually plus add on services of $15,000 per year to better align with Pacific Landscape Services original bid proposal. Authorization is requested to extend the contract to two years not to exceed the amount of $836,108.00 over the course of 2 years.

Staff Contact
David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Attachments:
1. Signed Contract
2. C-101400_AmendmentNo.2
3. C-101400_AmendmentNo.1

CITY OF VANCOUVER
CONSTRUCTION CONTRACT # C-101400

RFP 45-23: Waterfront Park Maintenance

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Pacific Landscape Services, Inc., 2200 Roosevelt Ave., Vancouver, WA 98660 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Request for Proposals (RFP) No. 45-23 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and

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

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

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

   This Contract provides for parks grounds keeping, maintenance and cleaning services for the Vancouver Waterfront Park and Grant Street Pier located at 695 Waterfront Way, Vancouver, WA 98660.

The period of the prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually; yearly cost adjustments may be made accordingly at the discretion of the City in instances where prevailing wage rates increased above the annual Consumer Price Index-All Urban Consumers (CPI-U). An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any public work completed within the previous twelve (12) month period.

Yearly cost adjustments may be made accordingly at the discretion of the City. Cost adjustments shall be in accordance with the CPI-U for the Seattle-Tacoma-Bellevue area. Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to Contract renewal. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City and must be firm for the remainder of year.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract. The initial term of this Contract shall be for one (1) year. The duration of this Contract may be extended for up to five (5) additional years by mutual written agreement signed by the parties. PROVIDED, the parties acknowledge that pursuant to Vancouver City Charter, Section 11.05, contract extensions beyond five (5) years shall be approved by city ordinance.

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

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

5. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which0amount does includes 8.7% Washington State Sales Tax (if applicable) $480,000.00 USD.

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

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

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

   The Contractor agrees to procure insurance coverage as required below:

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

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

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

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

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

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

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

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

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

7. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of the Contract, it will file with the Owner a Performance and Payment Bond in the full amount of the yearly Contract amount, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW. The bonds shall be renewed each Contract year.

8. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within

30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract the Parties agree to pay their own attorneys' fees and expenses.

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

10. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

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

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

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

12. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record

request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Proposal,
    4. Request for Proposals,
    5. General Conditions.

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

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

For the Contractor:
Derek Burris
Pacific Landscape Services, Inc.
2200 Roosevelt Ave.
Vancouver, WA 98660
derek@pacificlandscapeservices.com

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

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Pacific Landscape Services, Inc.
DocuSigned by: Lisa Brandl for 15BEE56DCDEC410... Eric Holmes, City Manager	DocuSigned by: derek burres 8C02770A0DD64F1... Signature
9/29/2023 Date	derek burres Business Development Printed Name /Title
Attest: DocuSigned by: Anthony Glenn AF6D92D4E38847B... Natasha Ramras, City Clerk	9/12/2023 Date
Approved as to form: DocuSigned by: [signature] 9A7DC2E31F694A2... Jonathan Young, City Attorney	

SERVICE AGREEMENT # C-101400
AMENDMENT No. #2
RFP 45-23: Waterfront Park Maintenance

This Agreement amends the Construction Contract number C-101400 by and between the City of Vancouver, hereinafter referred to as "City", and Pacific Landscape Services, Inc., hereinafter referred to as "Contractor", whose address is 2200 Roosevelt Ave., Vancouver, WA 98660 for services offered.

This amendment amends the original Contract as follows:

1. Increase the authorized amount of the Contract by $356,108.00 to a revised authorized amount of $836,108.00.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Pacific Landscape Services, Inc.

____
Signature

____
Printed Name /Title

____
Date

SERVICE AGREEMENT # C-101400
AMENDMENT No. #1
RFP 45-23: Waterfront Park Maintenance

This Agreement amends the Construction Contract number C-101400 by and between the City of Vancouver, hereinafter referred to as "City", and Pacific Landscape Services, Inc., hereinafter referred to as "Contractor", whose address is 2200 Roosevelt Ave., Vancouver, WA 98660 for services offered.

This amendment amends the original Contract as follows:

1. **Amend** the language contained in Section 2, Effective Date with language in herein attached and by reference made part of the Contract: Term date of agreement extended to December 31, 2025.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

Signed by:
75A9183485CA467...
Eric Holmes, City Manager

9/18/2024
Date

Attest:
DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:
DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Pacific Landscape Services, Inc.

DocuSigned by:
derek burres
8C02770A0DD64F1...
Signature

derek burres Business Development
Printed Name /Title

9/5/2024
Date

CITY OF Vancouver WASHINGTON

To: Mayor and City Council
From: City Manager
Date: October 21, 2024

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for October 21, 2024.

Attachments:
1. October 21, 2024 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 13,845,879.67 this 21st day of October 2024.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2024.10.14 17:20:27 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 07, 2024 - October 13, 2024	Accounts Payable Checks (see attached)	**$ 9,489,125.65**
October 07, 2024 - October 13, 2024	Hansen City Payments (see attached)	**$ 77,018.45**
October 07, 2024 - October 13, 2024	Visa Refunds (see attached)	**$ 2,149.94**
October 07, 2024 - October 13, 2024	Payroll Checks (see attached)	**$ 4,277,585.63**
TOTAL		**$ 13,845,879.67**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	21548	10/9/2024	90.75	Abebe Shumiye or Alganesh Yimer Muhie	Utility Refunds: 0159028200-02
Ad Hoc Payment	Check	21549	10/9/2024	27.73	Adrienne Borders Personal Rep to The Estate of,Michael Jang	Utility Refunds: 0500001795-02
Ad Hoc Payment	Check	21550	10/9/2024	102.44	Angel Brian Paz Eufragio or Brenda Paz	Utility Refunds: 0165000570-03
Ad Hoc Payment	Check	21551	10/9/2024	95.15	Backarach,Sandra	Utility Refunds: 0003039400-34
Ad Hoc Payment	Check	21552	10/9/2024	139.36	Bardon,Colin	Utility Refunds: 0011034400-20
Ad Hoc Payment	Check	21553	10/9/2024	20.83	Bowlin,Jo Anna	Utility Refunds: 0088005130-06
Ad Hoc Payment	Check	21554	10/9/2024	171.75	Castellano,Mike	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	21555	10/9/2024	1,544.41	Columbia Place Properties Llc	Utility Refunds: 0152001410-00
Ad Hoc Payment	Check	21556	10/9/2024	183.46	Courtney,Madison	Utility Refunds: 0074000198-06
Ad Hoc Payment	Check	21557	10/9/2024	100.52	Cyvia Willer and Hubert Willer Jr	Utility Refunds: 0060073002-14
Ad Hoc Payment	Check	21558	10/9/2024	154.45	Dillon,Ian	Utility Refunds: 0000004537-04
Ad Hoc Payment	Check	21559	10/9/2024	306.92	Dillon Blanchard or Alexandria Abston	Utility Refunds: 0000007736-02
Ad Hoc Payment	Check	21560	10/9/2024	255.74	Erin Runyan or Hakop Aleksanyan	Utility Refunds: 0026029500-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21561	10/9/2024	185.13	Estate of James Kusch	Utility Refunds: 0082024000-05
Ad Hoc Payment	Check	21562	10/9/2024	23.36	Estate of Kenneth Jackson Morgan Sr	Utility Refunds: 0075062844-00
Ad Hoc Payment	Check	21563	10/9/2024	142.86	Heather Bowerman or Fabian Seelbach	Utility Refunds: 0000004339-03
Ad Hoc Payment	Check	21564	10/9/2024	134.63	Jacqueline Murray-Thompson	Utility Refunds: 0500003572-02
Ad Hoc Payment	Check	21565	10/9/2024	777.39	James Workman in trust for the Richard Workman Revocable Trust	Utility Refunds: 0139000770-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21566	10/9/2024	777.11	Johnson,Joyce	Utility Refunds: 0108008655-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21567	10/9/2024	96.90	Jonathan Thomson or Laura Ahn	Utility Refunds: 0004031900-06
Ad Hoc Payment	Check	21568	10/9/2024	234.52	Jong,Peter	Utility Refunds: 0000002828-04
Ad Hoc Payment	Check	21569	10/9/2024	135.15	Kerr,Tamara	Utility Refunds: 0000008511-02
Ad Hoc Payment	Check	21570	10/9/2024	49.18	Kohorst,Alexander	Utility Refunds: 0000002076-03
Ad Hoc Payment	Check	21571	10/9/2024	325.66	Maresh,James or Peggy	Utility Refunds: 0500005544-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21572	10/9/2024	294.81	Mcleod,Kevin	Utility Refunds: 0012032400-05
Ad Hoc Payment	Check	21573	10/9/2024	153.95	Medina,Monika	Utility Refunds: 0159002300-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21574	10/9/2024	438.63	Michael R Godsil II or Linda L Godsil	Utility Refunds: 0066013800-02
Ad Hoc Payment	Check	21575	10/9/2024	283.05	Newsome,Joe	Utility Refunds: 0002024900-04
Ad Hoc Payment	Check	21576	10/9/2024	274.97	Nguyen,Minh	Utility Refunds: 0000009216-03
Ad Hoc Payment	Check	21577	10/9/2024	143.00	Roberts,Brandon or Amber	Utility Refunds: 0149001446-02

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	21578	10/9/2024	181.24	Samuel Lopez or Kathryn Chaimov	Utility Refunds: 0004005100-09
Ad Hoc Payment	Check	21579	10/9/2024	252.07	Spitznass,Nancy	Utility Refunds: 0101000806-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21580	10/9/2024	160.00	Syhlman,Shawn or Marina	Utility Refunds: 0052053090-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21581	10/9/2024	66.00	Tapani Inc	Utility Refunds: 0500006729-01
Ad Hoc Payment	Check	21582	10/9/2024	63.28	Thomas or Heather Miewald	Utility Refunds: 0005000900-04
Ad Hoc Payment	Check	21583	10/9/2024	64.92	Ti Huy Mao or Linh Nguyen	Utility Refunds: 0000006212-02
Ad Hoc Payment	Check	21584	10/9/2024	283.85	Wisner,Zach	Utility Refunds: 0000005031-02
Customer Refund	Check	21585	10/9/2024	8,600.00	DIG REAL ESTATE - JOSH DANIELS	Refund for MFTE program
Customer Refund	Check	21586	10/9/2024	13.00	TODD MEAD	Refund for overpayment
Miscellaneous Payment	Check	21587	10/9/2024	84.00	CASSELL CONSULTING	Refund duplicate payment to INV#77066467
Miscellaneous Payment	Check	21588	10/9/2024	1,591.67	Clark County Emergency Medical Services District #2	00043429
Miscellaneous Payment	Check	21589	10/9/2024	490.09	Clark County Parks	ENG-84464 (job site: 1500 NE 192nd Ave)
Miscellaneous Payment	Check	21590	10/9/2024	20,573.56	Costco Wholesale Inc.	SWR-326783 Reimbursement Contract (Parcel#176160000, Site address: 19814 SE 1st St, Camas 98607)
Miscellaneous Payment	Check	21591	10/9/2024	40,836.00	Ginn Group	SDC Fee refund for remaining six properties of Parkhouse Vista CHIP project
Miscellaneous Payment	Check	21592	10/9/2024	3,183.43	Lacamas Northeast, LLC	Sewer Reimbursement (Parcel# 17610000, site address: 19814 SE 1st St., Camas 98607
Miscellaneous Payment	Check	21593	10/9/2024	8,225.00	Lucky's Roadhouse	Refund Business License Fee - Customer is not within COV Limits
Miscellaneous Payment	Check	21594	10/9/2024	1,200.23	Michael Lyons	LEOFF Pension Board Member Travel
Miscellaneous Payment	Check	21595	10/9/2024	20.00	Nikodim Vorobets	Refund: alarm billing acct 19441 inv 99464409
Miscellaneous Payment	Check	21596	10/9/2024	1,101.77	Patrick Kelly	LEOFF Pension Board Member Travel
Miscellaneous Payment	Check	21597	10/9/2024	16,776.45	Point Plaza LLC	LUP-84497
Miscellaneous Payment	Check	21598	10/9/2024	394.00	Richard Jessup	Refund triplicate payment to INV#77068636
Miscellaneous Payment	Check	21599	10/9/2024	41.94	Roger Huntley and Kimberly Huntley	Refund of overpayment on loan #6000605
Miscellaneous Payment	Check	21600	10/9/2024	20.00	Travis Hardman	Refund - inv# 99491618
Supplier Payment	Check	21601	10/9/2024	429.00	Accurate Corporate Services Inc	
Supplier Payment	Check	21602	10/9/2024	8,370.00	Action Onsite Inc	
Supplier Payment	Check	21603	10/9/2024	2,194.75	Action Technology Systems	
Supplier Payment	Check	21604	10/9/2024	2,328.75	Afghan Associates Inc	
Supplier Payment	Check	21605	10/9/2024	511.75	Airgas, Inc	
Supplier Payment	Check	21606	10/9/2024	466.33	Albina Holdings Inc	
Supplier Payment	Check	21607	10/9/2024	70,442.37	Allcon LLC	
Supplier Payment	Check	21608	10/9/2024	10,035.95	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	21609	10/9/2024	3,133.06	Axon Enterprises Inc	
Supplier Payment	Check	21610	10/9/2024	4,771.38	Berry Dunn McNeil & Parker LLC	
Supplier Payment	Check	21611	10/9/2024	4,353.75	Betancourt Torres & Associates LLC	
Supplier Payment	Check	21612	10/9/2024	6,345.00	BSK Associates - Remit-To: Supplier BSK Associates	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	21613	10/9/2024	59,749.00	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	21614	10/9/2024	14,020.00	Cascade Inn	
Supplier Payment	Check	21615	10/9/2024	28,288.02	CECO Inc	
Supplier Payment	Check	21616	10/9/2024	22,957.62	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	21617	10/9/2024	225.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	21618	10/9/2024	276.10	Chappelles Towing LLC	
Supplier Payment	Check	21619	10/9/2024	39.12	Cintas	
Supplier Payment	Check	21620	10/9/2024	900.00	Clark County Fire District 5	
Supplier Payment	Check	21621	10/9/2024	1,047,067.05	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	21622	10/9/2024	1,879.08	Clark Public Utility District No. 1	
Supplier Payment	Check	21623	10/9/2024	300.00	CODAs Plus	
Supplier Payment	Check	21624	10/9/2024	16,417.88	Columbia Resource Company	
Supplier Payment	Check	21625	10/9/2024	32.89	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21626	10/9/2024	19,810.42	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	21627	10/9/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	21628	10/9/2024	73,134.17	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	21629	10/9/2024	567.72	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	21630	10/9/2024	268.00	Dex Media West	
Supplier Payment	Check	21631	10/9/2024	712.08	Dyno Nobel Inc.	
Supplier Payment	Check	21632	10/9/2024	1,684.53	Esix Sportswear	
Supplier Payment	Check	21633	10/9/2024	8,929.50	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	21634	10/9/2024	326.10	Fidelity National Title Co of Washington	
Supplier Payment	Check	21635	10/9/2024	2,000.00	First Responder Phychology	
Supplier Payment	Check	21636	10/9/2024	18,752.75	Fourth Plain Forward	
Supplier Payment	Check	21637	10/9/2024	3,706.98	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	21638	10/9/2024	3,305.03	Global Transportation Engineering Corporation	
Supplier Payment	Check	21639	10/9/2024	7,308.73	GVP Ventures Inc	
Supplier Payment	Check	21640	10/9/2024	1,291.42	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	21641	10/9/2024	10,167.72	Howmedica Osteonics Corp	
Supplier Payment	Check	21642	10/9/2024	231.08	J-2 Blueprint Supply Co.	
Supplier Payment	Check	21643	10/9/2024	44,462.92	Kar-Gor Inc	
Supplier Payment	Check	21644	10/9/2024	36,925.49	KBT Distributing LLC	
Supplier Payment	Check	21645	10/9/2024	1,747.50	Keller Associates Inc	
Supplier Payment	Check	21646	10/9/2024	4,294.00	Kevin Lee Montcalm	
Supplier Payment	Check	21647	10/9/2024	19,283.38	King County Directors Association Purchasing Department	
Supplier Payment	Check	21648	10/9/2024	2,611.19	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	21649	10/9/2024	1,065.00	LSW Architects PC	
Supplier Payment	Check	21650	10/9/2024	184.79	Mark IV Enterprises Inc	
Supplier Payment	Check	21651	10/9/2024	1,121.00	Mark James Hamilton	
Supplier Payment	Check	21652	10/9/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	21653	10/9/2024	3,909.00	Northeast Electric LLC	
Supplier Payment	Check	21654	10/9/2024	870.00	Northwest Association of Community Development Managers	
Supplier Payment	Check	21655	10/9/2024	10,205.55	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	21656	10/9/2024	1,453.14	One Call Concepts Inc	
Supplier Payment	Check	21657	10/9/2024	6,375.00	Patrice Ellis	
Supplier Payment	Check	21658	10/9/2024	32,771.04	PPC Solutions Inc	
Supplier Payment	Check	21659	10/9/2024	12,350.93	Raimi & Associates, Inc.	
Supplier Payment	Check	21660	10/9/2024	3,187.50	Robert Russell	
Supplier Payment	Check	21661	10/9/2024	1,076.13	Selectron Technologies, Inc	
Supplier Payment	Check	21662	10/9/2024	4,134.57	Shrums Pest Control	
Supplier Payment	Check	21663	10/9/2024	128.46	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	21664	10/9/2024	12,212.04	SP Plus Corporation	
Supplier Payment	Check	21665	10/9/2024	6.29	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	21666	10/9/2024	1,000.00	Stephen P Capellas	
Supplier Payment	Check	21667	10/9/2024	6.98	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	21668	10/9/2024	20.72	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	21669	10/9/2024	53.37	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	21670	10/9/2024	1,862.00	The Loudenback Corporation	
Supplier Payment	Check	21671	10/9/2024	3,187.50	Tina Maria Leavenworth	
Supplier Payment	Check	21672	10/9/2024	6,331.78	Traffic Safety Supply Co Inc	
Supplier Payment	Check	21673	10/9/2024	410.89	Triple J Enterprises	
Supplier Payment	Check	21674	10/9/2024	815.55	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	21675	10/9/2024	1,740.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	21676	10/9/2024	5,529.57	Unit Process Company	
Supplier Payment	Check	21677	10/9/2024	224.00	Vancouver Aire LLC	
Supplier Payment	Check	21678	10/9/2024	107.49	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	21679	10/9/2024	581.56	W.B. Sprague Co. Inc.	
Supplier Payment	Check	21680	10/9/2024	24,863.85	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	21681	10/9/2024	2,910.00	Water Systems Consulting Inc	
Supplier Payment	Check	21682	10/9/2024	2,859.31	Wex Bank	
Supplier Payment	Check	21683	10/9/2024	2,429,454.81	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	21684	10/9/2024	1,083.68	Yakima County	
Supplier Payment	Check	21685	10/9/2024	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	21534	10/10/2024	6,209.71	Aflac	
Supplier Payment	Check	21535	10/10/2024	6,087.86	AFSCME Local #307	
Supplier Payment	Check	21536	10/10/2024	334.00	California State Disbursement Unit	
Supplier Payment	Check	21537	10/10/2024	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	21538	10/10/2024	491.00	Hawaii SDU	
Supplier Payment	Check	21539	10/10/2024	774.90	IAM Local #1374	
Supplier Payment	Check	21540	10/10/2024	8,869.18	Life Insurance Company of North America	
Supplier Payment	Check	21541	10/10/2024	1,000.00	MFS Service Center Inc	
Supplier Payment	Check	21542	10/10/2024	75.00	OPEIU Local #11	
Supplier Payment	Check	21543	10/10/2024	4,655.82	OPEIU Local #11	
Supplier Payment	Check	21544	10/10/2024	814.00	Teamsters Local #58	
Supplier Payment	Check	21545	10/10/2024	262.50	UA Local #290	
Supplier Payment	Check	21546	10/10/2024	3,399.30	Western Conference of Teamsters	
Supplier Payment	Check	21547	10/10/2024	1,446.24	Western Metal Industry Pension Plan	
			Check	**4,292,944.23**		
Cash Advance Payment	Direct Deposit	EFT-00267651	10/10/2024	434.50	Tanya Wollstein	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267652	10/10/2024	333.60	Chad Eiken	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267653	10/10/2024	504.50	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267654	10/10/2024	172.50	Julie Arenz	Travel Advance

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Cash Advance Payment	Direct Deposit	EFT-00267655	10/10/2024	382.75	James Demmon	Travel Advance
Expense Payment	Direct Deposit	EFT-00267656	10/10/2024	493.94	Cary Driskell	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00267657	10/10/2024	434.50	Kathleen McNicholas	Travel Advance
Expense Payment	Direct Deposit	EFT-00267658	10/10/2024	72.00	Robert Conrath	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00267659	10/10/2024	382.75	Paul Harris	Travel Advance
Expense Payment	Direct Deposit	EFT-00267660	10/10/2024	270.90	Jason Hess	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00267661	10/10/2024	230.00	Christopher LeBlanc	Travel Advance
Expense Payment	Direct Deposit	EFT-00267662	10/10/2024	99.50	Mariah Bridger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267663	10/10/2024	77.25	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267664	10/10/2024	62.31	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267665	10/10/2024	342.41	Mitch Bielas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267666	10/10/2024	136.00	Freddie Cruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267667	10/10/2024	261.44	Rebecca Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267668	10/10/2024	722.05	Anthony Glenn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267669	10/10/2024	217.38	Joseph Stewart	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267670	10/10/2024	5.58	Antoinette Gasbarre	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00267671	10/10/2024	155.00	James Dewey	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00267672	10/10/2024	241.00	Kassidy Owen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267673	10/10/2024	146.75	Cale Baker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267674	10/10/2024	241.00	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267675	10/10/2024	146.75	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00267676	10/10/2024	504.50	Jaycee Elliott	Travel Advance
			Direct Deposit	**7,070.86**		
Supplier Payment	EFT	EFT-00267646	10/10/2024	12,253.72	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00267647	10/10/2024	32,913.65	IAFF Local #452	
Supplier Payment	EFT	EFT-00267648	10/10/2024	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00267649	10/10/2024	17,754.92	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00267650	10/10/2024	1,049.70	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00267677	10/10/2024	9,196.17	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00267678	10/10/2024	24,750.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00267679	10/10/2024	133,989.00	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00267680	10/10/2024	10,815.65	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00267681	10/10/2024	4,267.16	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00267682	10/10/2024	1,121.78	Emerald Services Inc	
Supplier Payment	EFT	EFT-00267683	10/10/2024	1,913.69	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00267684	10/10/2024	1,974.94	North Sky Communication LLC	
Supplier Payment	EFT	EFT-00267685	10/10/2024	340.47	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00267686	10/10/2024	38.38	Ziply Fiber	
Supplier Payment	EFT	EFT-00267687	10/10/2024	211,589.41	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00267688	10/10/2024	934.82	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00267689	10/10/2024	14,125.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00267690	10/10/2024	2,100.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00267691	10/10/2024	6,885.50	Picard Corp	
Supplier Payment	EFT	EFT-00267692	10/10/2024	978.30	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00267693	10/10/2024	8,304.40	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00267694	10/10/2024	357.08	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00267695	10/10/2024	2,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00267696	10/10/2024	2,367.98	Sharon Rice	
Supplier Payment	EFT	EFT-00267697	10/10/2024	695,568.23	Operations Management International Inc	
Supplier Payment	EFT	EFT-00267698	10/10/2024	11,116.75	Otak Inc	
Supplier Payment	EFT	EFT-00267699	10/10/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00267700	10/10/2024	113.05	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00267701	10/10/2024	282.62	Fire Systems West	
Supplier Payment	EFT	EFT-00267702	10/10/2024	8,156.25	Elizabeth Kunesh	
Supplier Payment	EFT	EFT-00267703	10/10/2024	6,453.75	Del Sol Inc	
Supplier Payment	EFT	EFT-00267704	10/10/2024	3,391.29	Talitha Consults LLC	
Supplier Payment	EFT	EFT-00267705	10/10/2024	720.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00267706	10/10/2024	8,445.96	Retail Lockbox Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00267707	10/10/2024	28,950.18	Hermanson Company, LLC - Remit-To: Hermanson Company, LLC	
Supplier Payment	EFT	EFT-00267708	10/10/2024	1,450.63	Hermanson Company, LLC - Remit-To: Hermanson Company, LLC	
Supplier Payment	EFT	EFT-00267709	10/10/2024	8,075.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00267710	10/10/2024	1,500.00	Vancouver Ballet Forklorico	
Supplier Payment	EFT	EFT-00267711	10/10/2024	32,015.67	Metereaders LLC	
Supplier Payment	EFT	EFT-00267712	10/10/2024	202,427.11	Rotschy Inc	
Supplier Payment	EFT	EFT-00267713	10/10/2024	869.60	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00267714	10/10/2024	34,356.30	YWCA Clark County	
Supplier Payment	EFT	EFT-00267715	10/10/2024	6,315.83	Victor Stanley LLC	
Supplier Payment	EFT	EFT-00267716	10/10/2024	450.00	American Inns of Court Foundation	
Supplier Payment	EFT	EFT-00267717	10/10/2024	99,571.37	Madden Fabrication Inc.	
Supplier Payment	EFT	EFT-00267718	10/10/2024	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00267719	10/10/2024	17.29	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00267720	10/10/2024	2,943.50	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00267721	10/10/2024	37,385.21	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00267722	10/10/2024	17,061.55	SDB Inc	
Supplier Payment	EFT	EFT-00267723	10/10/2024	110,713.48	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00267724	10/10/2024	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
			EFT	**1,846,144.79**		
Supplier Payment	Manual Wire		10/7/2024	137,123.25	Reliastar Life Insurance Co	
Supplier Payment	Manual Wire		10/7/2024	1,644.96	VSP Vision Care Inc	
Supplier Payment	Manual Wire		10/7/2024	81.33	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA	
Supplier Payment	Manual Wire		10/8/2024	6,937.89	Washington Dental Service	
Supplier Payment	Manual Wire		10/8/2024	234.02	Keybank National Association	
Supplier Payment	Manual Wire		10/10/2024	40,034.62	Washington State Firefighters	
Supplier Payment	Manual Wire		10/10/2024	318,022.95	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		10/10/2024	604.00	Oregon SDU	
Supplier Payment	Manual Wire		10/10/2024	33,835.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		10/10/2024	6,067.77	Washington SDU	
Supplier Payment	Manual Wire		10/10/2024	22,225.19	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		10/10/2024	390,576.63	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		10/10/2024	59,799.60	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		10/10/2024	19,002.50	Washington Dental Service	
Supplier Payment	Manual Wire		10/10/2024	197,380.45	Blue Cross Blue Shield of Oregon	
Procurement Card Payment	Manual Wire		10/10/2024	718,555.10	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		10/11/2024	100,975.37	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/11/2024	1,289,865.14	Internal Revenue Service	
			Manual Wire	**3,342,965.77**		
			Checks	**4,292,944.23**		
			Direct Deposit	**7,070.86**		
			EFT	**1,846,144.79**		
			10/14/2024	77,018.45	City Payments	Posted 10-07-24 to 10-13-24
			Hansen Total	**77,018.45**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Date	Amount	Payee	Memo
			10/14/2024	424.24	Miscellanous	Parks Class Refunds FCC 10-07-24 to 10-13-24
			10/14/2024	1,725.70	Miscellanous	Parks Class Refunds MCC 10-07-24 to 10-13-24
			VISA Total	**2,149.94**		
			Payroll Total	**4,277,585.63**		
			GRAND TOTAL	**13,845,879.67**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
October 7, 2024 - October 13, 2024

Check No.	Date	Explanation	Amount
n/a	10/09/24	VOID - Signature testing for new CM	$ -
2437 - 2458	10/10/24	October 10th Payroll	$ 7,107.29
265715 - 267645	10/10/24	October 10th Direct Deposits	$ 4,270,478.34

$ 4,277,585.63

VANCOUVER
FARMERS MARKET

2024 UPDATE

Presenter: Jordan Boldt, Executive Director

OUR WORK

We believe in the power of healthy communities

CELEBRATING 35 YEARS IN VANCOUVE

Facilitating local purchases with lasting impact

270
Individual Small Businesses

360
Full or Part-Time Jobs supported

$10,000,000
Anticipated Small Business Revenue

101
Market Days

479,000
Shoppers supporting local

Over $18,000,000
Local Economic Impact

OUR PROGRAMS

FOOD ACCESS

4,500
community members
served with food assistance & nutrition education

32,000
pounds of produce
gleaned and donated to the food bank

$310,000
in food assistance
distributed at farmers markets

Program Highlight

Market Tours

- Ambassadors offer tours in 3 languages
- 550+ Participants
- 3 Locations in SW Washington

Program Highlight

Produce Prescription Program

- 55 families served weekly
- $30,000 in local produce delivered
- 15 local farms

OUR PROGRAMS

YOUTH EDUCATION

Produce Pals

3484
kids participated

30
zip codes served

$14,683
distributed

Junior Markets

350
young entrepreneurs
sold handmade and homegrown goods at Junior Markets

$45,000+
in sales made
by young entrepreneurs at Junior Markets

SMALL BUSINESS DEVELOPMENT

Supporting new and developing small businesses who experience barriers to success

150
small business owners
attend monthly networking and training events to help their business grow

$15,000
in scholarship funds
to small business owners participating in classes and coaching

25
Businesses graduated
from our "market ready" program

Support we offer:

- Technical Assistance
- 1:1 Coaching
- Access to mentors
- Continuing Ed
- Scholarships

QUESTIONS?

www.vancouverfarmersmarket.com
info@vancouverfarmersmarket.com






MEMORANDUM

DATE: October 21, 2024

TO: Vancouver City Council

FROM: Jordan Boldt, Executive Director

RE: Vancouver Farmers Market Update

Introduction

As the City of Vancouver experiences significant growth, so too must the organizations that serve our community. The Vancouver Farmers Market (VFM) is grateful for the opportunity to update the Vancouver City Council on our work and share some of our plans for the coming years as Vancouver continues to develop as a vibrant, thriving community. As a long-term partner to the City's work of community and economic prosperity as well as social and environmental justice, we are thankful for the ongoing positive relationships we have developed within our community and the City of Vancouver.

As an organization, the Vancouver Farmers Market believes deeply in the extraordinary importance of healthy and resilient communities. We further believe that something all great communities have in common, is thoughtful and intentional placemaking, thriving local businesses, and equitable access to healthy food for all. As the VFM nears the end of our 5-year strategic plan and looks forward to launching our next plan in 2026, we recognize that our work in this community is just beginning. We are proud of our impact so far, but even more so, we are excited for the opportunities that are in front of us as our city expands and our population grows and diversifies.
This memo will provide:

- An organizational overview of the Vancouver Farmers Market Association.
- An overview of the programs currently offered to our community and small businesses.
- An introduction to our future.

Organization Overview

Since 1990, the Vancouver Farmers Market has operated in downtown Vancouver, providing a place for small businesses to prosper and the community to gather. As the 3rd oldest market in the Portland Metro area, we have a long history of service to this community. In 2000, the VFM moved from its original location at 5th and

Main Street to its current location next to Esther Short Park in partnership with the City's redevelopment of the park and with the goal of activating this part of downtown on the weekends.

Currently the VFM operates year-round at our downtown location, with an East Vancouver location during the summer season and other markets during the holiday season. By the end of 2024 we will have served **272 small businesses,** who create over **360 jobs,** and welcomed more than **500,000 shoppers** to our farmers markets. VFM Small businesses earned **$8.3 Million** in revenue in 2023, and as of September 2024, have earned $6.8 Million in revenue, putting them on track for an estimated **$10 Million in small business revenue for 2024**, with an estimated additional local economic impact of over **$18 Million**.

Vancouver Farmers Market Programs

While many in our community are very aware of our physical markets in Downtown and East Vancouver, fewer are aware of the programmatic work that takes place both in and outside of these markets. We currently operate 10 unique programs across three distinct categories.

1. **Food Access**: Increasing equitable food assistance and culturally relevant nutrition education for lower income communities while investing in local farms

   A. Food Assistance *(SNAP/SNAP Match/WIC & Senior FMNP)*
   All told, the VFM will distribute over $250,000 in food benefits back into our community in 2024. Out of 135 farmers markets in Washington State, VFM is the second highest distributor of these benefits (Olympia is just ahead of us).

   B. Market Tours
   Navigating the use of food assistance benefits such as SNAP and FMNP are confusing, especially if English is not your native language. The Market Tour program hires Community Ambassadors directly from the communities being served. They provide personalized shopping tours of our market in **three languages** whereby lower income shoppers can find success in using their food benefits, get access to additional funds through this program, and experience all of this in their native language. These shoppers report significantly increased confidence in shopping for their households and find success in navigating this part of their community. The Market Tour program, which was developed as a partnership between the VFM and WSU-Extension Clark County SNAP Ed, has gained statewide and even national recognition and is currently seen as a new and innovative model for how markets and government agencies help those they serve, maximize their benefits and feed their families. Thanks to generous support from the City of Vancouver's Community and Neighborhood Grant, we were able to serve more than 550 SNAP eligible community members through this program in 2024.

   C. Produce Prescription
   A pilot program between the VFM and Vancouver Clinic with support from the American Heart Association, Produce Prescription empowers local healthcare providers to screen patients for food insecurity and write them prescriptions for healthy local produce. There are two options available to clinicians.
   Market Box Subscription:
   Provides food insecure patients at risk for diet related or chronic illness who face barriers to affording fresh produce and shopping at the farmers market with fresh, seasonal fruit and

vegetable prescriptions delivered to their door weekly along with a weekly newsletter (available in English, Russian, & Spanish) featuring recipes, storage tips, and preparation ideas for each produce item. Currently 55 households receive this weekly delivery totaling $20,000/year in fresh produce.

Grocery Vouchers:
Provides food insecure patients free vouchers to spend at farmers markets on groceries. Patients and their families have received over $10,000 so far in 2024 for groceries.

D. Gleaning Program
In partnership with the Clark County Food Bank, over 32,000 pounds of food is diverted from the waste stream and distributed, via the foodbank, back into our community.

2. **Youth Education**: Fostering food systems education and the entrepreneurial spirit for the next generation.

A. Produce Pals
In conjunction with numerous non-profit partners and local sponsors, this program gives children the chance to participate in a fun, educational activity and earn $4 of market currency to buy their own local fruits and vegetables. 3,484 local youth participated in 2024 and spent over $14,000 with local farms.

B. Youth Markets
For the past 15 years, the VFM has operated occasional youth markets to support young entrepreneurs in our community. This began as a way for the children of our business owners to participate, but quickly grew to involve our whole community. In partnership with the Greater Vancouver Chamber, each year during the Junior Market, a large youth market takes place at Esther Short Park. The VFM also operates its own Youth Holiday Market and continues to seek ways to work with the young entrepreneurs in the community. So far in 2024, 350 children have participated, earning over $45,000 in sales.

3. **Small Business Development**: Supporting new and developing small businesses who experience barriers to success.

A. Small Business Technical Assistance
VFM Staff works with local businesses at many different stages of growth. We have trained staff to help guide entrepreneurs from business inception to "graduating" from the market into retail or wholesale channels. Our staff assist businesses in navigating permitting with public health, WSDA, and USDA. We also help with businesses licensing and insurance to help ensure they start off on sound footing. In addition to startup assistance, we have partnerships with State and Federal agencies as well as local financial institutions to help small businesses fund their growth through grants and loans.

B. Market Ready Program
In partnership with Business Impact NW, we provide local entrepreneurs access to a market focused curriculum taught by industry experts as well as mentoring and coaching. Additionally, participants receive a grant to help launch their business at the VFM, implement the advice of their coaches (e.g. improve marketing, upgrade supplies, etc.), and subsidized booth space rent. In 2024, 25 local businesses participated.

C. **Small Business Social Hours**

We provide a monthly gathering for local small businesses to come together and learn from each other. We have found great value in the cohort model of shared learning and host these trainings where current small businesses teach in partnership with an industry expert on curated topics. Recent trainings have included “Social Media for Small Businesses”, “Introduction to AI for your Business”, “Mental Health Awareness”, and “Entering Wholesale Markets.” Over 150 local businesses have participated to-date.

D. **Scholarships for Continuing Education**

In Partnership with the Vancouver Farmers Market Foundation, we offer VFM Businesses up to $1,000 per year in scholarship funds for continuing education and certifications that help their businesses grow. Through these funds, we have helped farmers complete their Organic Certification, attend classes to improve their business and marketing plans, and helped several businesses attend industry specific conferences.

Organizational Growth

The Vancouver Farmers Market continues to seek opportunities for growth and expansion to better serve our community.

1. **Market Development**

   In our efforts to engage in placemaking to foster community health and small business success, we plan to open at least one additional market location in future. We are also planning to pursue opportunities to create more robust marketplaces, to include a possible physical location such as a building or permanent structure. This would allow our businesses to grow beyond our current markets while still staying connected to the VFM. This would involve helping these businesses occupy physical spaces such as a storefront while still receiving the support our organization offers both from a technical and placemaking component.

2. **Small Business Support**

   Our second focus area for growth will be programmatic. While our food access programs are robust and will continue developing, the desire and need for more significant and formal support for micro and small businesses in our community is clear to us. The coming years will see the VFM expanding its support of local businesses through strategic investments in staffing and programs that provide support for business launch, incubation, and development.

Closing Remarks

Serving the community of Vancouver is a privilege and it would not be possible without a robust network of strong partnerships. The City of Vancouver has been a partner from before the market opened in 1990 and we are very grateful for the commitment and support of our city government and most especially its staff. Chris Harder, our current liaison is a constant supporter and advocate for our work and many before him have similarly carried that torch. We also partner with dozens of community nonprofits and government agencies, too many to name here. Any success the VFM has realized is only due to the support of our community and our partners and we especially appreciate the City of Vancouver’s support from our earliest days. We look forward to our continued partnership as we work to grow the next generation of small businesses and create spaces where every member of our community can gather and be fed.

OUR VANCOUVER

OUR FUTURE 2045

Draft Vancouver mapping for Countywide Analysis
City Council Communications

Rebecca Kennedy, Deputy Director, Community Development
Bryan Snodgrass, Principal Planner, Community Development

October 21, 2024

CITY OF Vancouver WASHINGTON

Agenda

- Recap of Vancouver Comprehensive Plan update and development of initial Land Use Possibilities maps
- Confirm inclusion of Vancouver Land Use Possibility B for County Draft Environmental Impact Statement (DEIS), to ensure County can include widest range of City preferences in their Final Environmental Impact Statement (FEIS)
- Next Steps
  - ➡City DEIS analysis and preferred alternative
  - ➡County DEIS analysis and preferred alternative

CITY OF Vancouver WASHINGTON

Comprehensive Plan and Possibilities Maps

- The Comprehensive Plan will guide City of Vancouver planning, growth, development, and resources for the next 20 years. December 2025 update required by law.
- Environmental Impact Statements required for analysis and public review. Land Use Possibilities A and B last reviewed by the City Council on September 9 and 16 are recommended for inclusion as alternatives for review in Vancouver DEIS, along with required No-Action alternative. From these options a Preferred Alternative will be selected by the City Council in early 2025.

Council direction:

- Include Vancouver Land Use Possibility B map, as refined based on 9/9 and 9/16 Council feedback, in Clark County regional Draft Environmental Impact Statement.
- Including our higher range possibility in the 'cities' alternative in the County's regional EIS allows the fullest range of City options to be considered in their preferred alternative and FEIS.

CITY OF Vancouver WASHINGTON

What comes after this:

- Although not legally binding, Clark County's DEIS will include mapping for City of Vancouver and other cities as a placeholder for analysis.
- For purposes of City of Vancouver DEIS, City staff to continue to refine Possibilities A and B based on 9/9 and 9/16 Council direction, for analysis

CITY OF Vancouver WASHINGTON

City Next Steps

- Continue to update possibilities based on Council, PC, stakeholder feedback to reflect the full range of potential alternatives that should be analyzed in the environmental process.
- Finalize the possibilities and prepare an environmental impact statement (EIS).
- Engage with a variety of community members to share possibilities being analyzed and prepare them to participate in the environmental process / inform selection of preferred possibility.
- Identify a preferred possibility based on the EIS analysis and community feedback.

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency | Incident Commander: Aaron Lande

Situation Report # 11 | **Operational Period:** September 2024

New Emergency Orders (if any)

NONE

Emergency Response

- We have lost 39 people since the Homeless Memorial in December 2023
  - 4 in the month of September
- VPD Data:
  - Data collection began 7/8/24 – data below only includes figures from that date forward.

Events and Time on Events with Unsheltered Homelessness Involvement

	September 2024	Year to Date
# of Events	1,127 (11.4%)	3,556 (12.8%)
Time Spent on Events (hours)	2391.9 (21.7%)	7,143 (22.9%)

- ➢ The blue row provides the **total number of events** that officers indicated were related to unsheltered homelessness in the month of September and year to date (YTD), as well as the **percentage of all events that these events represent relative to all police events** in September and YTD.
- ➢ The green row provides **total number of officer hours spent on events** that officers indicated were related to unsheltered homelessness in the month of September and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in September and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
  - The Mill Plain sound wall area west from Esther to Lincoln, and around the blocks of W. 11th, 12th, 13th Streets near Jefferson, King, and Lincoln.
  - Arnold Park (Discovery Trail area)
  - Numerous other smaller sites throughout the City
  - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver
- 11.92 tons of solid waste removed from public property in September by contracted crews during large-scale health and sanitation cleanups
- 6.39 tons of solid waste removed from public property in September by HART's internal Encampment Response Coordinator crew outside of scheduled cleanups
- Year-to-date: 290.18 total tons of solid waste removed from public property.
- Responded to 133 My Vancouver app submissions in September; YTD: 1084
- Handed out 27 naloxone kits and provided awareness on overdose response to 11 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. *

* *This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*

Community Engagement

- Southwest Washington Accountable Community of Health (SWACH) – SWWA Power Building Conference
  - Jamie participated as a panelist to discuss the effective utilization of community engagement to reducing stigma and health disparities for people with substance use and mental health disorders.
  - SWACH develops and support programs that help Washingtonians achieve whole-person wellness in our region. One such program is the Preventing and Recovery

Alliance of Clark County (PRACC), which brings together many organizations in our community, including HART, with the ambitious goal of achieving zero overdose deaths in Clark County.

Safe Stays/Safe Park

- The Outpost:
    - 3 people exited to housing this month
    - 1 resident transitioned to Open House Ministries
    - 1 resident received a needed hearing aid, and another resident battling cancer was gifted new tires for the vehicle they need to attend the many medical appointments for treatment they have.
    - AA/NA meetings are now being held on-site in the evenings, and participation in those has grown over the month.
    - The Outpost residents hosted a craft night and made wreaths for the upcoming holidays.
    - Narcan training was provided on-site for residents
- Hope Village:
    - 2 residents exited to permanent housing; another resident was approved for HUD VASH and an apartment – move-in scheduled in October.
    - 1 resident obtained employment at Retails, which has been an excellent support and community partner for our Safe Stays, and multiple other residents had job interviews.
    - 1 resident received a much-needed surgery that had been a long time coming.
    - 1 resident is nearing completion of outpatient treatment, working on Peer certification, is meeting all legal obligations, has obtained employment and medical insurance through employer, and has been approved for recovery housing. Some of this resident's individual achievements have been highlighted in other Situation Reports, but I thought it important to highlight the holistic support provided at Safe Stays.
    - Monthly Foot and nail clinic for residents has been coordinated w/ a podiatrist and will begin next month.
    - Several residents attended the Hands Across the Bridge event.

- Staff are working through the process of obtaining long-term care for several residents.
- This site is hosting a Trunk-or-Treat event open to the community on October 31st from 5-7pm. There will be candy, food, and other activities for kids/families.

- Kiggins Village:
  - 2 residents exited to housing
  - 1 resident obtained employment
  - 5 ID's, 3 Social Security card, 1 birth certificate and several other services obtained by participants
  - 2 residents are working towards reunification with children.
  - 4 residents are actively engaging in substance use disorder services, 1 of whom celebrated 90 days of sobriety.
- 415 West:
  - 2 residents exited to housing (1 into their own apartment; 1 into recovery housing), and 3 new residents moved in – all from the Mill Plain sound wall camp.
  - 2 residents obtained full-time employment
  - 2 residents celebrated 120 days of sobriety
  - 1 resident completed detox
  - 1 resident graduated from Community Court
  - The SWWA Victory Garden Project assisted residents in harvesting the vegetables they had grown. Residents decided to donate a portion of their harvest to FISH in order to give back to their downtown community.
  - Residents were engaged around what they would like/need in a larger congregate shelter. They contributed many ideas on what the ideal shared shelter space would look like for individuals struggling with homelessness.
  - Highlight of the Month: welcoming back one of the first 415 West graduates as a teammate through their partnership with Partners in Careers (PIC)
- Road2Home-Safe Park:
  - 4 residents exited to housing
  - 2 residents obtained employment

- 1 resident obtained ID
- Safe Park residents volunteer to participate in weekly trash pick-up in their neighborhood to promote community and help keep their neighborhood clean.

Bridge Shelter

- Request for Proposals for primary operator closed 9/11; Phase 1 (program design and consulting on physical design) of that contract has been awarded to Do Good; Phase 2 will return to Council at a later date.
- Request for Qualifications for Design and Engineering opened 8/28 and closed 10/9; Review and scoring of those proposals will occur over the next several weeks, and that proposed contract will come back to Council sometime in November/December.
- Phase 1 Community Engagement events have been scheduled; details and links to RSVP can be found on the City's Be Heard Vancouver page.
  - In-person Event:

    Saturday, November 16th, 10:30am-12:00pm (doors open at 10am) @ Walnut Grove Elementary School
  - Virtual Event:

    Tuesday, November 19th, 6:00-7:30pm on Zoom

Community Court

Newly cited/referred into Court	14
Opted in to Community Court	13
Graduations (successful completion)	3
Community Service hours completed	24
Obtained Temporary Housing	5
Mental Health/Substance Use Disorder evaluations completed	16

Accessing/participating in treatment services	8

Columbia River Mental Health Services – Community Response Team (CRMHS – CRT)

- CRT was funded through a grant from SAMHSA. The funding was for one year and ended on 9/29/24. The team's last day in the community was Wednesday, Sept 25th. Columbia River Mental Health e-mailed a survey to more than 20 businesses and organizations that CRT developed relationships and partnerships with over the last year.
- While the CRT program, as it has existed for the last year, is ending, City staff and CRMH are utilizing information, data, and experiences from that year, as well as survey responses from business and organizations, to inform the new scope of work and staffing needs for continued behavioral health response and community support in the Fourth Plain Corridor and beyond.

	Aug 26 – Sept 25	10/1/23 – 9/25/24
Calls that were Screened	6	162
In Person Interventions and Outreach	15	290
Public Engagements	32	330
Public Engagement Contacts / Individuals	40	1004

- Final Stories of Impact from CRT staff:
    - In early September, CRT engaged with an individual who was in desperate need of resources such as clothing and a sleeping bag. The team was able to provide a few items and also the name and location of St Vincent de Paul. Later the same week, the team encountered this individual again who shared that they had found many of the items they needed at St Vincent de Paul, and they were appreciative and thankful to have been able to get their needs met.
    - Reflecting on the last 7 months, it is evident that our team's work has had a profound and positive impact on the community. The consistent engagement with local businesses and community partners, as demonstrated at March's Community Forum, laid a strong foundation for building collaborative relationships that were

crucial for effective outreach, especially during times of extreme weather. The transition to focusing on static locations and the successful milestone of engaging with 120 unique individuals in June highlight the team's adaptability and dedication respectively. Each step, from facilitating access to new resources to fostering community support through local collaborations, underscores a commitment to sustainable community development.

  - We have been approached multiple times by individuals who were openly weeping and thanked us for helping them get connected. They spoke about how good they have been doing, about how much better they feel, and expressed gratitude for our service. This honestly is a job of “planting seeds” that will grow and blossom in the future. As a person who spent over 20 years cultivating plants, I can truly see this. And, as Audrey Hepburn said, “To plant a garden is to believe in tomorrow.”

Property Closures

- No new properties were closed in September. The list of properties which have been closed by emergency orders can be found on the City’s Homelessness Emergency Declaration page.