



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

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

October 23, 2023

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/36051?startStreamAt=0&stopStreamAt=5909

4:00-5:00 p.m. 2023 Climate Action Framework Progress Update

Rebecca Small, Senior Policy Analyst, 360-839-6128; Stacey Dalgaard, Associate Climate Project Coordinator, 360-947-6503

Summary

Staff led Council through a discussion of the 2023 Climate Action Framework Progress Update.

5:00-6:00 p.m. 2023 Comprehensive Plan, Zoning Map and Text Changes

Bryan Snodgrass, Principal Planner, 360-487-7946

Summary

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

Councilmember Fox was absent from the Workshops.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35983?startStreamAt=0&stopStreamAt=3652

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 McEnery-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: Councilmember Fox

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

Proclamations: National Veterans Small Business Week

Mayor McEnery-Ogle read and presented a proclamation to Martin Golden, SBA Portland District Director, and Jerry Petrick, MBA - Senior Certified Business

Advisor, proclaiming October 30, 2023 through November 3, 2023, as National Veterans Small Business Week.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Dmitri Stoyanoff, Vancouver
- Israel Lopez, Vancouver
- Jeffrey Lovell, Vancouver
- Monica Zazueta, Vancouver

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

Consent Agenda (Items 1-8)

Council requested items 2 and 5 be pulled for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve items 1, 3, 4, 6-8 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve item 2 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve item 5 on the Consent Agenda.

1. Construction Acceptance - Ellsworth Water Plant Roof Replacement

Staff Report: 188-23

The existing metal, 1995 installed roof was replaced under this effort. Ancillary improvements were made to the building venting system and roof access that will improve operator safety and energy efficiency. The replaced roof will protect the plant structure and its equipment while extending the asset's performance life. In August 2022, City Council approved a contract with Roof Toppers, Inc. to complete this work.

The contractor has satisfactorily completed this project in accordance with the provided plans & specifications.

TOTAL CONTRACT COSTS	
Labor, Equipment and Materials	\$ 443,008.00
Sales Tax	\$ 38,533.74
Total	\$ 481,541.74
Retainage	BOND

Construction was delayed until the weather improved in May 2023. There were no major issues as evidenced by no change orders. The final contract amount totaled \$481,541.73.

Apprenticeship Utilization goal of 3% was exceeded with Roof Toppers, and their subcontractors by delivering 100 apprentice hours of the total 2556 project hours (4%).

Request: Accept the Ellsworth Water Treatment Plant Roof Replacement project as constructed by Roof Toppers Inc., of Vancouver, WA and authorize release of bond, subject to receipt of all documentation required by law.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

Motion approved the request.

2. Heights Equitable Development Plan

Staff Report: 189-23

A RESOLUTION relating to the adoption of the Heights Equitable Development Plan ("Plan") and authorizing the City Manager to implement the Plan.

- The Heights District Plan identified equitable development goals for redevelopment of the District. As part of the implementation of the Heights District Plan, economics firm, ECONorthwest was consulted to develop an equitable development plan for how the City can achieve the goals.*
- The Plan is two pronged: 1) pursue strategies to prevent or mitigate involuntary displacement caused by redevelopment activity; and 2) utilize a range of inclusive redevelopment strategies to ensure that the benefits of public investment accrue to those most in need of assistance.*
- The Plan focuses on three different geographic areas; 1) the Tower Mall Redevelopment Area (TMRA); 2) Central Vancouver; and 3) the entire city. Although the Plan originally focused on the Heights District, the project team recognized that displacement pressures will extend beyond the Heights District and the policy framework the plan provides can be applied citywide to respond to existing displacement pressures and those caused by future public redevelopments and investments.*
- The anti-displacement strategies build off of the work from Reside Vancouver and will effectively result in the implementation of the Reside Vancouver plan.*
- The inclusive redevelopment strategies include: 1) development of affordable rental housing; 2) alternative homeownership options through trusts and co-ops; 3) affordable commercial space for local small businesses to lease and own; 4) the inclusion of commercial space for essential community services; and 5) workforce and procurement goals.*
- The Plan will be used as a framework for redevelopment of the Heights District as well as future public redevelopment projects. Implementation of the Plan includes a range of best practices and tools to allow the City and development partners to adjust to market demands and available capital*

sources.

- *The Plan also acknowledges that equitable development requires the allocation of time to incorporate community involvement and ownership in the development process.*
- *The Plan was presented to Council for review and feedback at workshops in August and September which Council indicated overall support for. Staff now return to Council to request adoption of the Heights Equitable Development Plan.*

Request: Staff requests Council to adopt the Heights Equitable Development Plan and authorize City Manager on behalf of the City to deploy resources and take necessary actions to implement the Heights Equitable Development Plan.

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

Motion adopted Resolution M-4249 to approve the request.

3. **Main Street Promise Project**

Staff Report: 190-23

A RESOLUTION relating to the adoption of the Main Street Promise Project and authorizing the City Manager to implement the Project.

Background: *The Main Street Promise project is the culmination of nearly thirty years of efforts to improve lower Main Street to meet the needs of our community and the multitude of businesses o along the corridor. City Council’s authorization of American Rescue Plan Act (ARPA) and General Fund ARPA local match now provides an opportunity to finally move ahead with this much needed and community supported project.*

During initial scoping conversations with City Council, the Transportation Mobility Commission and community members, the City team was encouraged to “Think Big” and “Outside the Box.” The team was instructed to consider Main Street as a place for moving people and not vehicles. As such, the team has developed a design that provides a Safe, Accessible and Connected transportation system that supports Main Street Businesses and provides for a vibrant destination.

Project Design: *The Main Street Promise Project features a complete reconstruction of lower Main Street between 5th Street and 15th Street. The project includes the reconstruction of sidewalks, curb ramps, streetlighting, traffic signals and the roadway surface. In addition, existing water, sewer, and stormwater utilities will be reconstructed. Other elements include the placement of bike racks (single racks and corrals) along the corridor, and the creation of streetscape areas where outdoor seating, public art, landscaping, and other amenities can occur. Decorative overhead catenary lighting will be installed along the corridor to improve nighttime aesthetics. And finally, a removable bollard system will be installed to facilitate future short-term closures for special events and activities with the potential for a more permanent closure of the corridor as guided by future policy decisions.*

A key feature of the Main Street Promise design is a curbless street. Contrary to traditional street designs that feature a curb where the street transitions to the sidewalk, the Main Street project will not have a raised curb and instead, a curbless design will be employed. The curbless design allows for unimpeded mobility throughout the street section and sets the stage for converting Main Street from an auto-centric use to one more focused on pedestrians.

In accordance with the City's Climate Action Framework and with an eye towards promoting active transportation options, bike parking along Main Street will be greatly enhanced. The existing 82 bike parking stalls along the corridor will be increased to 112 stalls with several of these having access to electricity for e-bike charging operations. Speed tables will be installed in each block along the corridor to slow the speed of vehicular traffic, allowing for a safe shared use with bicyclists and small mobility users.

Public Engagement: *The Main Street Promise public engagement process has endeavored to inform the community of this project, its design, and the methods we plan to use to minimize impacts to businesses and property owners along the corridor during the construction phase. Two Open House meetings have been held at the Vancouver Public Library where people have been invited to learn more about the project. In addition, the project team has met with a multitude of Boards and Commissions with varying degrees of interest in the project.*

The public engagement process also featured the creation of a 15-member Project Advisory Group (PAG). PAG members represented a variety of interests along the corridor including businesses ownership, property ownership, patrons, parks and recreation, tourism, cycling, pedestrians, and residents. The PAG met during the Winter, Spring and Summer of 2023 to review design concepts and discuss the proposed business retention strategy.

A final Open House will be held at the Vancouver Public Library on November 29, 2023, at 4pm. Attendees will have the opportunity to review the final design and business retention strategy and can engage with the project team on the upcoming construction phase.

Business Retention Strategy: *The most significant component of the Main Street Promise project is the Business Retention Strategy. This Strategy sets forth how the Main Street project will be constructed in a manner that minimizes impacts to downtown businesses and promotes economic vitality. The Vision of the Business Retention Strategy is guided by three essential principles:*

- Corridor businesses remain open, and customer counts stable*
- *Broader business community is aware of the project and its long-term benefits*
- *Project information is easy to access*

The goal of the Business Retention Strategy can be summarized as follows:

- *Reach out to businesses in the project corridor to offer technical assistance*
- *Retain Main Street businesses and customers during project (current count: 293)*

- *Effectively spread the word that Main Street is open for business*

The Business Retention Strategy is intended to serve as a benchmark for future capital projects and how they are conducted in a manner that promotes economic vitality.

Transportation Mobility Commission Recommendation: *Based on the information contained herein and in the associated presentation, The Transportation Mobility Commission has recommended by a vote of 10-1 to forward a recommendation to City Council in support of the following:*

- *The final project design and public engagement process*
- *Implementation of the Business Retention Strategy*
- *Council to direct staff to return in three years following the completion of the project to present information on the benefits and impacts of temporary street closures of Main Street to vehicular traffic to inform a discussion of if/when a permanent closure of Main Street to vehicular traffic may be appropriate.*

Request: Adopt a resolution to accept the recommendation of the Transportation and Mobility Commission for the Main Street Promise Project.

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

Motion adopted Resolution M-4250 to approve the request.

4. **Columbia Mental Health CUP Appeal Resolution**

Staff Report: 191-23

A RESOLUTION denying Sonesta International Hotels Corporation's ("Sonesta") appeal of the Hearing Examiner's decision granting a Conditional Use Permit to NorthStar 2.0 LLC d.b.a. Columbia River Mental Health ("CRMH") for an opioid treatment facility to be located at 7105 NE 40th Street.

On October 9, 2023, an Appeal Hearing was held before City Council with a request from the Appellant to reverse the Hearing Examiner's approval of Conditional Use Permit (CUP) LUP-83119. The City Council voted to deny the appeal by a vote of 4 to 0.

The resolution will memorialize City Council's final decision to close the record on this matter.

Request: On October 23, 2023, subject to the appeal public hearing held on October 9, 2023, approve the resolution.

Kristian Corbin, Senior Planner, 360-487-7818

Motion adopted Resolution M-4251 to approve the request.

5. **Urban Forestry Management Plan (UFMP) 2023-2047**

Staff Report: 192-23

A RESOLUTION relating to the adoption of the 2023 City of Vancouver Urban Forestry Management Plan as a policy and planning document to provide direction and actions for Vancouver to optimize the benefits of trees by envisioning and enabling an integrated and sustainable approach to preserving and enhancing the City's urban forest resources over the next twenty-five years.

In 2022, Vancouver's Urban Forestry Program secured a \$20,000 grant from WA Dept. of Natural Resources to fund an update to the adopted 2007 Urban Forestry Management Plan (UFMP).

The adopted 2007 Urban Forestry Management Plan helped guide Vancouver to make strategic improvements over the last 15 years with support from both internal City stakeholders as well as the greater community. The updated UFMP identifies strategic actions to work towards in the near term (the next 5 years) and longer term (10 years and beyond) with community input and support for those actions, including:

- Identify and create plans to address inequities in Vancouver's tree canopy.*
- Review tree data, plans, policies and other available data.*
- Plan for an equitable, climate resilient tree canopy in the future.*
- Provide a roadmap to achieve a shared vision for the future of Vancouver's trees.*

The purpose of the updated UFMP is to recommend direction and actions for Vancouver to optimize the benefits of trees by envisioning an equitable, climate adaptive, integrated, and sustainable approach to managing the city's urban forest resources over the next twenty-five years. The final draft UFMP includes: a comprehensive analysis of the current state of Vancouver's urban forest; a discussion of existing management structures and policies; a summary of community outreach activities and feedback; a vision for the future; and goals and action items to support the realization of the vision. The final draft UFMP also includes a monitoring plan and implementation schedule.

Community Engagement and Review Process

The development and update to the UFMP involved extensive research of other communities; review of existing plans, policy and workflows; broad community outreach and discussions with key stakeholders, including the Urban Forestry Commission and City staff. Community outreach efforts included two online meetings, one open house, an online community survey, and internal/external stakeholder outreach. The final draft Long-Term Framework in the UFMP identifies 3 Goals, 8 Objectives, 23 Strategies and over 50 Action items. These are broken down into short, mid, long term and ongoing actions.

The first draft of the UFMP was released for public comment on March 8, 2023. Additionally, the first draft was reviewed by the Urban Forestry Commission on March 15, 2023, and the Park and Recreation Advisory Commission on April 9, 2023. The second draft, released April 27, 2023, was reviewed with City Council during a workshop on May 8, 2023, and Planning Commission workshop on May 23, 2023. The second draft also underwent State review through the Department of Commerce and the State Environmental Policy Act (SEPA) process in May-July of 2023.

In August 2023, the project team refined and finalized the draft UFMP based on feedback received from the community, City Council, Vancouver Planning Commission, State agencies and others and is now posted on Project's Be Heard website. The Urban Forestry Commission voted to recommend Council adoption of the final draft UFMP on September 20, 2023. The Planning Commission reviewed and provided comments on the final draft during a workshop on September 26, 2023.

Request: On October 23, 2023, approve the Urban Forestry Management Plan resolution.

Charles Ray, Urban Forestry Coordinator, 360-487-8328

Motion adopted Resolution M-4252 to approve the request.

6. Garbage, Recycling and Organics Collection Rate Increases for 2024

Staff Report: 193-23

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts for the coming year; providing for savings, severability and an effective date.

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City of Vancouver. The City contracts with a private company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services to residents and businesses within city limits. The contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including:

- an inflation adjustment factor tied to a percentage of the CPI and fuel cost changes over the past year (July through June),*
- disposal tip fee changes scheduled for the coming year,*
- the number of customers served and,*
- fees paid to the City to support solid waste related programs.*

All adjustments to rates are made in accordance with Exhibit D of the contract. Garbage rates also include the City's utility tax that is embedded within them. The City's utility tax does not apply to recycling or organics collection services.

Consistent with the contract, the updated model for 2024 requires an increase of 6.9 percent for most garbage rates, while many recycling, organics and selected other fees, not linked to the disposal tip fee or utility tax, will need to increase by 5.3 percent, effective January 1, 2024. Key reasons for this increase are a 6.547 percent increase in the first half of the CPI for 2023, an 8.4 percent increase in the diesel fuel index, and an anticipated 5.3 percent increase in the disposal tip fee and an increase in the annual City Fee collected through rates to assure that current revenues are balanced with current solid waste fund expenditures. For the most typical residential customer with 32-gallons per week of garbage, every-

other-week recycling and every-other-week organics collection (96-gallons for each) this means a monthly rate increase of 9.9 percent, from \$35.54 per month to \$39.04 per month, an increase of \$3.50.

Inflation Adjustment Factor

Under the contract, collection costs for garbage, recycling and organics are allowed to adjust at 80 percent of a blended and combined CPI (92 percent) and diesel fuel index (8 percent) – Inflation Adjustment Factor (IAF), which leads to a 5.36 percent increase for the collection and disposal cost component, the City Fee, and other miscellaneous fees.

Disposal Tip Fees

On January 1, 2024, the Clark County disposal tip fee is scheduled to increase \$5.60 per ton (or 5.3 percent) from \$106.34 per ton to \$111.94 per ton. In addition to the allowed CPI increase on the base tip fee (going from \$104.40 per ton to \$110.00 per ton), this tip fee includes \$0.51 per ton for additional work previously approved under the Clark County contract by Columbia Resource Company at the Central Transfer and Recycling Station and related to construction access improvements for safety, as well as \$1.43 per ton for a surcharge approved by the Clark County Council in 2017 to make up for lost state funding for regional solid waste programs and planning.

Recycling Fees

The rates proposed for January 1, 2024, removes the one-time rate-buy down approved in 2023 rates, and applies typical adjustments to curbside recycling collection fee (increasing from \$2.97 to \$3.89) and multi-family recycling collection fee (increasing from \$1.49 to \$1.57) based on the IAF (5.36%) detailed above, as well as annual adjustments to the recycling processing surcharges which were added April 1, 2019 to recover costs associated with the local response to the global market issues and the ongoing need for supplying quality materials to these markets. Based on a review of operational factors, Clark County has indicated that the \$41.73 per ton processing fee in 2023 will be adjusted to \$72.89 on January 1, 2024. The combined impact for curbside recycling fee and processing surcharge components is a 38.3 percent increase (\$1.46 per month) in curbside recycling charges. The multi-family combined impact for the recycling fee and processing surcharge is an increase of 16.1 percent (\$0.31 per month).

Organics Fees

The rates proposed for January 1, 2024, include 5.3 percent adjustments to the organics rates which are tied to the IAF, detailed above. For the standard subscription service of 96-gallons collected every-other-week, the current rate of \$8.81 per month adjusts to \$9.28 per month. Recommended 2024 rates at other levels of service, following the same every-other-week schedule, are \$8.03 for 64-gallon carts, \$6.78 for 32-gallon carts, and \$5.53 for 20-gallon carts.

City Fee

In adherence with the City's Financial Management Policies, the City Fee collected through rates will increase in 2024 to balance annual total

revenues with annual enterprise fund expenditures. The City Fee paid by Waste Connections each month in 2024 as a result of rate adjustments detailed above is \$200,330.78. The 2023 monthly City Fee was set at \$162,027.00. The 31.07 percent adjustment to the City Fee in 2024 reflects three key factors: 1) reduced revenues over the last seven years due to lower global recycling market commodity values, 2) the one-time rate buy-down applied to residential recycling fee in 2023 drew from the City's Solid Waste fund balance and 3) City Financial Management Policies included in the 2023-2024 Biennial Budget associated with: balancing current revenues with current operating expenditures (Long-Range Financial Planning and Resource Utilization #3), exercising sound financial estimation of revenues through reasonably conservative but realistic assumptions (#8), applying the principle of full cost recovery in enterprise fund operations and utility rates (#17), maintenance of working capital reserves (Reserves #2) and maintenance of designated liability funding reserves (#4).

Typical Residential Rate Impact

For 2024 overall, the combined typical residential customer rates for 32-gallons of weekly garbage service with recycling and organics collection increases 9.9 percent or \$3.50 per month, under the proposed rates. This is comprised of a \$1.57 increase in garbage charges, a net \$1.46 increase in the combined recycling collection rate and recycling processing surcharge fees, and a \$0.47 increase in the organics charge. Households that have chosen different service levels may experience slightly different rate impacts.

Staff recommends adjusting customer rates as detailed in the Summary of Proposed 2024 Solid Waste Rates to meet the contractual obligations associated with the defined IAF and to set the City Fee amount for the coming year. If approved, all adjustments will be effective January 1, 2024.

Request: On October 23, 2023, approve ordinance on first reading, setting the date of second reading and public hearing for November 6, 2023.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

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

Motion approved the request.

7. Evergreen and Grand Commercial Corridors Overlay District

Staff Report: 187-23

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Overlay District, intended to ensure new development contributes to achieving the goals of the Evergreen and Grand Commercial Corridors Strategy; providing for severability and an effective date.

The Evergreen and Grand Commercial Corridors Strategy document was adopted by City Council on February 28, 2022, intended to guide short-term

zoning code changes and other longer-term land use, community development and transportation goals. The Strategy vision is to promote equitable and diverse corridor development that is vibrant, sustainable, and mixed use, as well as to foster development that recognizes and builds upon the neighborhood's unique setting, history, and character. Specific goals for future development outlined in the Strategy were to create ground floor use requirements to aid in the creation of active edges and a pleasant pedestrian environment, update building height and parking requirements, and identify opportunities to promote walkability, vitality, and affordability in the corridors.

Following the adoption of the Strategy, City Staff completed a competitive request for proposal process to secure a consultant to aid in the work of creating development regulations and additional implementation measures. Cascadia Partners, a full-service urban planning, real estate, environmental sustainability, and public engagement firm was chosen. The project team began work in October 2022 on development of the Evergreen and Grand Commercial Corridors Overlay District and Implementation Plan. Regular progress reports were given to the Planning Commission throughout the process, including workshops on February 14, 2023, April 11, 2023, and June 13, 2023. At these workshops the Planning Commission continued to indicate overall support of the project and provided feedback on a variety of code concepts, design requirements, and implementation efforts. Planning Commission feedback and guidance have been incorporated into the proposed final version of the Overlay District and Implementation Plan (See attachments B and D below). The project team presented under City Council communications on June 5, 2023, at a Council workshop on July 17, 2023, and at Council communications on October 2, 2023. The Council indicated overall support for the project and the direction of implementation work. At the July workshop Council asked staff a series of clarifying questions to which staff responded via memo (See attachment E). Council also asked staff to review and confirm Planning Commission support of proposed step-down requirements, which were refined in advance of the Planning Commission public hearing and were confirmed by the PC in discussions and with their vote to recommend approval.

Implementation is intended to facilitate development consistent with the overall Strategy goals and vision, through the development code as well as longer term implementation efforts. The code development process has included community outreach, including a public open house and a developer focus group to share code concepts and gather community input. Feedback received from the open house indicated continued support for the goals of the Strategy and that the development code language was in line with the vision of the Strategy. During the conversation there was a focus on identifying the other programmatic activities the city planned to do to support the corridor's growth. At the developer focus group, developers expressed that the draft code standards struck the right balance between high quality design outcomes and development feasibility and flexibility. There was considerable outreach conducted as part of the earlier Strategy planning process (see Attachment E for summary).

Following adoption of Overlay District, the next phase of work will focus on economic development, community building, and transportation improvements, and will occur over the next several years. The Evergreen and Grand

Implementation Plan will guide this next phase of work.

Proposed development standards for the Evergreen & Grand Commercial Corridors Overlay District include the following code concept recommendations:

- Building Height- Maintain the existing 4-story height limit along Evergreen and western half of Grand. Increase to 5-story limit along eastern half of Grand near the new transit line.*
- Building Form- Adopt new standards that address the shape and size of new buildings to address concerns about buildings being compatible with existing neighborhood.*
- Required Ground Floor Commercial- Require ground floor commercial uses only along Grand and allow more flexibility for ground floor residential along Evergreen.*
- Parking- Reduce parking requirements for multifamily developments and for commercial uses and eliminate required parking for ground floor commercial uses.*

These code concepts have been integrated into the Evergreen and Grand Commercial Corridors Overlay District (see Attachment B) that will apply to the corridor boundaries consistent with the original Strategy document. The overlay district outlines the types of land uses permitted in the district and development standards around density, building orientation, building setbacks and buffers, building heights, building massing, and parking.

Through the overlay development process, the project team has identified needed adjustments to some of the specific provisions outlined in the Strategy Document. These proposed refinements are outlined in the chart titled “Evergreen and Grand Commercial Corridors Strategy Refinements” on page 5 of this report and respond to changing market conditions reflected in the findings in the Pro Forma analysis conducted by Cascadia Partners (see Attachment C) as well as new information about the scale of the City’s housing deficit. The pro forma analysis incorporated a parcel-by-parcel site inventory, development modeling, and current development patterns. Given the development climate today, the project team believes the below changes are necessary to make development in the corridor feasible. These changes continue to reflect the Strategy vision and community aspirations for the area, and support development feasibility and flexibility. In addition to addressing current market conditions, these changes align with goals outlined in the Climate Action Framework and respond to new state regulations related to housing production and parking requirements.

Objective design standards are also included in the Evergreen and Grand Commercial Corridors Overlay District to meet the vision of the Strategy document, focusing on the ground floor of buildings to create a vibrant street and pedestrian experience, and to address the unique challenges of creating an active street while preserving resident privacy. The standards are not intended to promote a particular architectural style or aesthetic. Use of objective standards is intended to allow for consistent administration and interpretation as opposed to more discretionary guidelines, with the goal of striking a balance between the number/complexity of standards and encouraging new development in the

Corridor.

The following are the proposed design standards:

- *Building Orientation*
 - *Build-to-Line: A minimum of 50% of the street-facing facade of the building must be located within 0-10 feet of the street.*
 - *Parking Areas: No more than 50% of the street frontage may be used for vehicle areas. Where parking is adjacent to the street, it must be screened with low wall and/or landscaping.*
- *Main Entrances*
 - *Commercial Uses: Must provide at least one entrance on either Evergreen or Grand. If on a corner, the entrance must be oriented to the corner.*
 - *Residential Uses:*
 - *Minimum 50% of ground floor residential units must have individual entrances.*
 - *Additional setback and design standards to create a transition from street to private units and activate the street.*
- *Ground Floor Commercial*
 - *Minimum Height: Ground floor commercial spaces must be 12-15 feet in height.*
 - *Windows: Minimum 60% of the ground floor elevation must be windows or other glazed openings.*
 - *Weather Protection: A minimum of 25-50% of the width of street-facing facade must include weather protection (awnings, canopies, etc.)*
- *Ground Floor Residential*
 - *Entrances to residential units must be setback 5-10 feet from street.*
 - *Must provide either a hardscape patio, landscaped private open space, raised private open space (patio, porch, etc.) or the dwelling unit must be raised above the street, or include steps to a terrace, among other design features that create a public private realm.*
 - *Must provide either a transparent low wall or fence (18-24") or landscape screening.*
- *Facade Articulation*
 - *Applicability: Buildings more than 20 feet high. The standard would only apply to larger buildings, not single-story commercial buildings.*
 - *Standard: Buildings must incorporate vertical and horizontal elements that articulate the facade.*
 - *These elements help to divide the mass of the building into a base, middle, and top with distinct physical transitions.*
 - *This standard does not dictate architectural style.*
 - *It requires details that break up larger facades, so they are interesting to people walking by and contribute to the identity of the Corridor.*
- *Screening and Fences*
 - *No High Fences/Walls on Street: Fences, walls, or hedges higher than 3 feet shall be prohibited between the street and the building.*
 - *Ground Mounted Utilities/Equipment/Waste Receptacles. New electric meters, gas meters, HVAC equipment, and waste receptacles must be screened from view from the street.*
 - *Rooftop Utilities/Equipment: must be set back at least 15 feet from roof edges on street-facing facades and include screening*

Evergreen and Grand Commercial Corridors Strategy Refinements Table

	Current Development Code	2022 Strategy Document	Proposed Development Code
Maximum Building Height	50-feet throughout, typically 4 stories	3-5 stories, varying by parcel	50ft along Evergreen and west Grand (4 stories) 60ft on east side of Grand and crossroads of Grand and Mill Plain Blvd (5 stories)
Building Bulk and Massing	Silent beyond height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback Upper portions need ½ foot setback for each foot of building height above 20 feet.	No standard directly proposed to address the development form beyond active edge requirements, maximum front setback of 0-5 feet at the ground floor	Maximum height step down only on rear face within 25 feet of a residentially zoned site Maximum building width, with breaks within the building
	Current Development Code	2022 Strategy Document	Proposed Development Code
Required Ground Floor Commercial	At least half of frontage along arterial/collector streets must be commercial or office	More flexibility along Evergreen, keep existing requirement on Grand	Allow for either ground floor commercial or residential along Evergreen. Require ground floor commercial along Grand
Required Minimum Off-Street Parking Spaces	0.75 per multi-family unit near frequent transit such as Evergreen and Grand 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	1 per unit for residential 1/1000sf for commercial uses Zero for ground floor retail	0.5 per multi-family unit 1/1000sf commercial Zero for ground floor retail

Evergreen & Grand Commercial Corridors Implementation Plan

The full extent of the vision outlined in the Evergreen and Grand Commercial Corridors Strategy requires both development code regulations and other longer-term programmatic investments. The Evergreen and Grand Implementation Plan has been drafted to guide the work that falls outside the purview of the development code (see Attachments D) and is intended to guide ongoing City investments while also bringing in key partners like neighborhood associations, mobility advocates, businesses and technical assistance providers, nearby schools and service providers, affordable housing developers, and the community at large. The tasks have been broken down to four focus areas including housing and economic development, urban design, mobility, and parking, as outlined below. All will require resources to implement in the coming years.

- *Economic Development:*
 - *Foster a unique and attractive corridor identity*
 - *Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses*
- *Housing:*
 - *Maintain economic diversity and housing affordability, especially for low- and moderate-income households*
- *Urban Design:*
 - *Support a vibrant and active corridor*
 - *Pursue opportunities for climate resilient design*
- *Mobility:*
 - *Leverage ongoing corridor and neighborhood-wide infrastructure projects*
 - *Support targeted interventions to improve mobility for all users and connectivity to transit*
 - *Improve safety for all corridor users*
- *Parking:*
 - *Evaluate and manage vehicular parking impacts to local residents*
 - *Support climate and parking goals by increasing micro mobility, shared parking options, and EV infrastructure*

The two tasks below are highlighted here as shorter term non-regulatory implementation priorities, as they play a critical role in catalyzing several of the other implementation tasks.

- *ED 1.1: Provide seed support for a locally based, self-created neighborhood Business District Organization that can meet the shared needs of new and future businesses through networking, marketing, promotions, special events, beautification, and advocacy.*
- *ED 1.2: Provide staff and resource support to the Business District Organization so it can develop into a fully-fledged, self-sustaining, and independent organization.*

The goals and associated tasks that fall under the four implementation focus areas reflect input and expertise from various City departments who will lead them, with a particular emphasis on feasibility, timing, and resource needs. It will continue to be refined as the team collaborates with other partners. Note that Housing action 1.1 – Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridor and consider adding workforce housing- has already been completed and approved by City Council.

Request: On Monday, approve ordinance on first reading, setting date of second reading and public hearing for Monday, November 6, 2023.

Bryan Snodgrass, Principal Long Range Planner, 360-487-7899

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

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for October 23, 2023.

Motion approved claim vouchers in the amount of \$11,853,012.50.

Public Hearings (Item 9-10)

9. Annexation- Cojocar Property

Staff Report: 194-23

A RESOLUTION relating to support of an annexation request (Exhibit “E”) using the 60% direct petition method pursuant to RCW 35.13.130; establishing the geographic extent, determining the Comprehensive Plan and land use designations, and determining whether the property owners will assume all or any portion of existing City indebtedness for the proposed annexation area.

City staff has received a notice of intent to annex from a singular property owner. The subject site is located at the northern city limits at 14503 NE 70th Street, also abutting Fourth Plain Boulevard. The site is .85 acres in size and contains only an accessory shop building. Surrounding uses include single family residential to the north and west, and commercial uses to the east and south. The applicant intends to develop the property in the future for commercial use.

The proposed annexation will use the “direct petition” annexation method under RCW 35.13.125. This annexation process requires several public meetings with City Council and the Planning Commission. There is an initial meeting at which council votes on a Resolution to allow the annexation process to proceed. The applicant would then need to go through the Comprehensive Plan and zone change process through the Planning Commission and City Council. If the plan and zone designation change process is successful, then there would be a final City Council ordinance hearing for the annexation. The initial annexation resolution meeting is required for Council to determine:

- 1. The physical boundary of the annexation area.*
- 2. The proposed Comprehensive Plan and zoning designations for the annexed area.*
- 3. Whether to require the applicant to assume any City indebtedness.*

Annexation Boundary

The boundary of the annexation area is shown graphically on Exhibit B and specifically delineated in the legal description, Exhibit A, attached to the Notice of Intent to Annex. The City will annex any right of way of Fourth Plain Boulevard south of the subject site. (The County GIS mapping shows a small gap of right of way area between the mapped northern City limits and south line of the subject annexation parcel).

The current service providers for the annexation boundary area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)*
- Vancouver water district (will remain)*
- Vancouver Sewer district (will remain)*

- *Clark County Park District 5 (will change to City Park District C)*
- *Clark County Sheriff's Office (will change to Vancouver Police Department)*
- *Development review/ permits (will change to City of Vancouver)*

Comprehensive Plan and zoning designations

The applicant is seeking to change the existing Comprehensive Plan designation of the site from Clark County Urban Low (UL) to City of Vancouver Commercial (COM) and changing the existing zoning designation of the site from Clark County single family R1-7.5 to City of Vancouver Community Commercial (CC) as depicted in exhibits "C" and "D".

Assumption of indebtedness

The annexation statutes authorize city councils to require property in an area being annexed to assume a pro rata share of the city's outstanding indebtedness that had been approved by the voters, incurred prior to the date of annexation. In this case the City Finance Director confirmed that there is not any City indebtedness to pass on to the annexation applicant.

Request: Following a public meeting on October 23, 2023, vote to adopt the resolution to proceed with the requested annexation process.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Annexation for the Cojocar Property.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA
- Charles Harvey, Vancouver

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

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4253.

10. Annexation- 94th Avenue Vancouver Operations Center

Staff Report: 195-23

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.180; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Vancouver Operations Center annexation.

The City of Vancouver Public Works Department has requested annexation of this property, which has been chosen as the site of the future City Public Works and Emergency Operations Center. The proposed 31.94-acre annexation area is located at 8713 NE 94th Avenue.

The property is within the City of Vancouver's Urban Growth Area (UGA), which is established by Clark County. Under the State's Growth Management Act, all properties within the City's UGA are intended to be annexed into the City at some point.

The site is currently zoned Light Industrial in Clark County. Surrounding uses include single family residences to the south, east and west, with vacant industrial lands to the north.

The City typically uses the "Direct Petition" method for annexation areas that directly abut city limits. In this case, however, the proposed annexation area does not directly abut current city limits. The annexation area is approximately .75 miles east of the current City limits. Therefore, the "Municipal Purposes" method will be used. RCW 35.33.570 allows first class charter cities such as the City of Vancouver to exercise all powers that are available to second class cities. This includes the authority to use the Municipal Purposes method described in RCW 35.13.180 to facilitate an annexation of non-contiguous property into the City of Vancouver. The municipal purposes method requires that the annexed site be used only for municipal purposes. In this case the site will be the future City of Vancouver operations and maintenance facility. Another requirement of the municipal purposes method is that all property owners consent to the annexation. At the time of the preliminary annexation resolution meeting in December of 2021 it was discovered that a 35 x 100-foot area of land owned by Clark County was erroneously included in the purchase agreement and annexation legal description. A property boundary line adjustment around the existing Clark County flare station equipment has been completed and the City now owns 100% of the property within the annexation area. The annexation area maps and legal description have been adjusted accordingly. In this instance for maintenance and continuity purposes the abutting right-of-way for NE 94th Avenue will not be included in the proposed annexation area.

A public notice of the proposed annexation was published in the Columbian newspaper and posted in several locations near the subject property. In addition to the annexation hearing notice requirement an additional outreach campaign has already begun with the abutting neighborhood regarding the project site plan land use entitlement process.

The County comprehensive plan designation for this site is currently Industrial with a Light Industrial zoning designation. Upon annexation the comprehensive plan and zoning designations of the annexation area would remain the same. The regulations of the City land use and building code ordinances would be applied to future development. Following the annexation, the proposed building and site improvements will be processed under the City's development standards by the City of Vancouver. In addition to controlling review timelines, annexation will also allow the City of Vancouver to capture permitting fees and sales tax revenue generated from the construction of the facility.

Request: On Monday, November 6, 2023, adopt an ordinance to approve the annexation request.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Annexation for 94th Avenue Vancouver Operations Center.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing.

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

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve the first reading of the ordinance and set the final public hearing date for November 6, 2023.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Executive Session re: Potential Litigation and City Manager Performance Evaluation (1 hour)

Mayor McEnerny-Ogle announced the Council would be entering executive session from 7:30-9:01 p.m. for the purpose of discussing Potential Litigation and City Manager Performance Evaluation.

Adjournment

9:01 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 of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Action Plan
Date: Monday, October 23, 2023 12:00:20 PM
Attachments: [Letter to Vancouver City Council re Human Solid Waste Pet Waste Composting.docx](#)

We received this in the CMO inbox

-Amelia

From: Tina Barrows [REDACTED]
Sent: Monday, October 23, 2023 11:57 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Climate Action Plan

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.

Please find attached public comment for today's meeting.

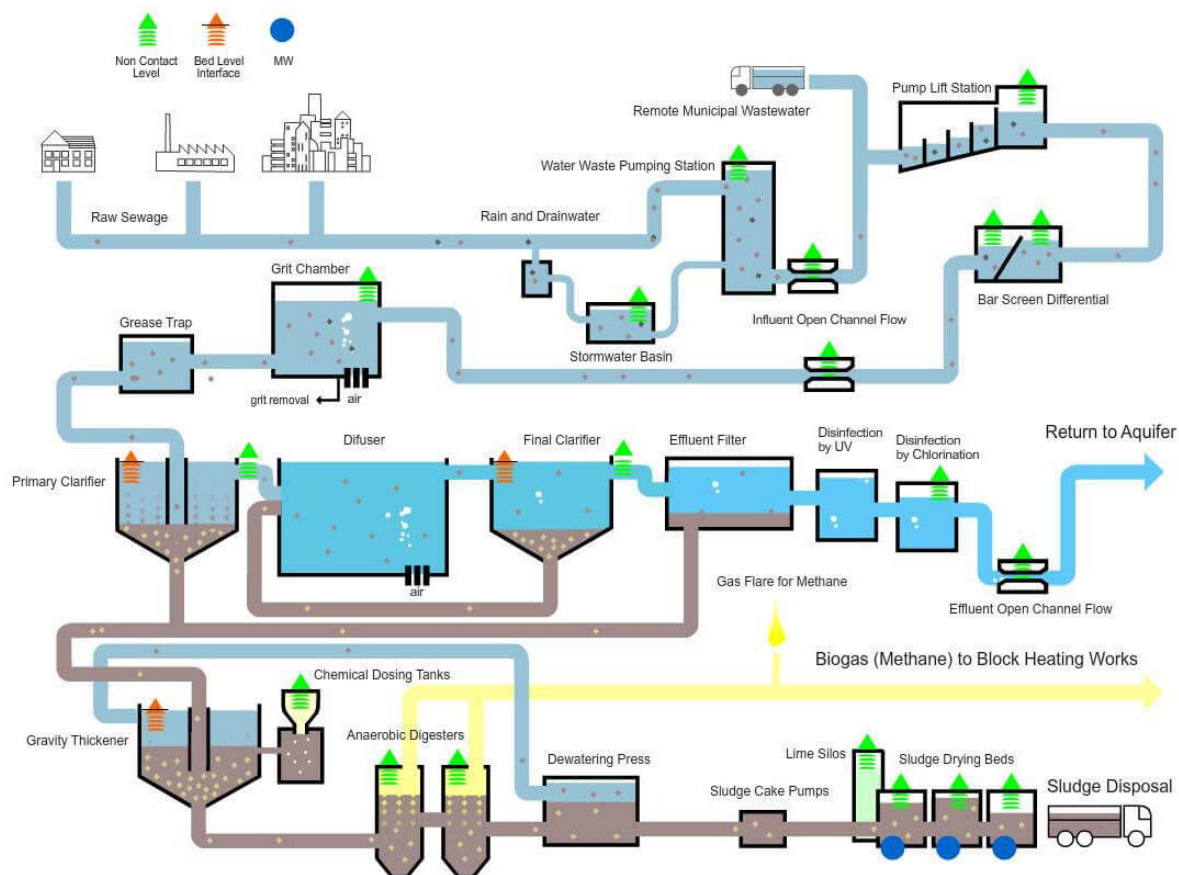
Regards, Tina Barrows

Dear City Council,

Included in the Climate Action Plan is the building of a new wastewater treatment plant, and the ability to better use waste solids as a resource/fertilizer.

I fear that only building a new wastewater plant will not be good enough going forward into the future because

- a) Conventional toilets use valuable drinking water to flush
(Just to flush feces, at 1 poop/person/day= 247,000-1,140,000 gal/day just for the City of Vancouver, depending on toilet efficiency. Taking a median toilet flush volume we use 693,500 gal/day=253,127,500gal/year) *please check my math!*
- b) Extra effort, energy and chemicals to extract and then sanitize said solid waste at the treatment plant



<https://compost-turner.net/composting-technologies/municipal-sludge-composting-treatment-method.html>

- c) Risk of contamination and widespread disease during natural disasters such as flooding or earthquakes (also, City's website of emergency preparedness does not mention any emergency toileting system, only TP and wipes, compared to Portland recommending

each household have a 2 bucket system for emergencies- 1 bucket with a toilet seat, one bucket with saw dust as cover material)

On a zoom call with a City staff person and the Alliance for Community Engagement I did ask if the City has any intention of exploring the direct composting of human waste (not human bodies, which is already legal in WA state, but poop).

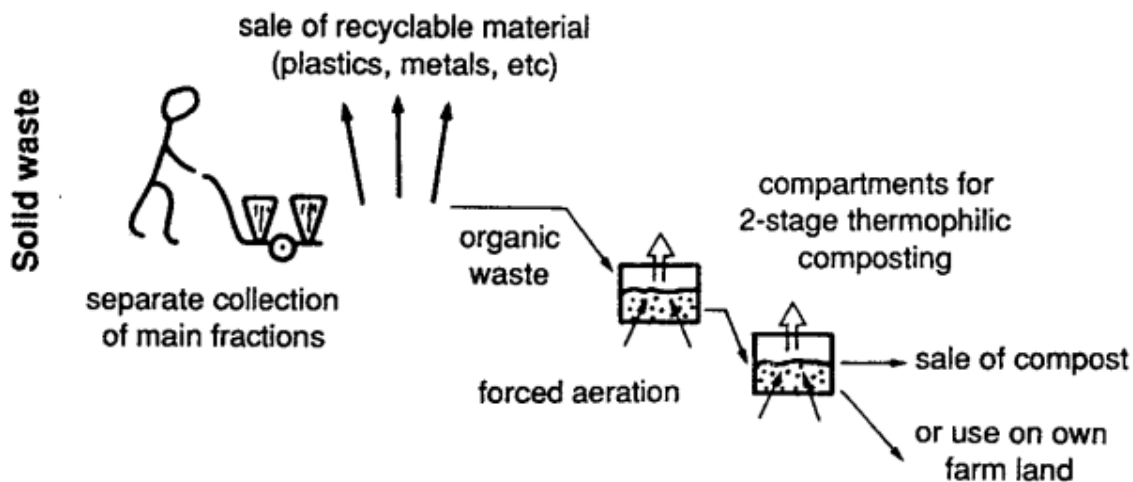
The answer was confusion, revulsion and a no.

Benefits of directly composting solid waste (human and pet)

- a) Much simpler and efficient process (already being done locally by Nature's Commode Porta Potties, some pilot projects for dog waste composting in Lafayette CO and New York State)

<https://www.lafayetteco.gov/2388/Great-Bark-Dog-Park-Compost-Program>

<https://bpca.ny.gov/community/bpc-did-you-know-dog-waste-compost-application/>



[https://iris.who.int/bitstream/handle/10665/51328/WHF_1990_11\(1\)_p46-59.pdf?isAllowed=y&sequence=1](https://iris.who.int/bitstream/handle/10665/51328/WHF_1990_11(1)_p46-59.pdf?isAllowed=y&sequence=1)

- b) End product not contaminated with heavy metals/chemicals from with industrial waste
- c) Disaster preparedness (familiarity with 2 bucket toileting system)
- d) No drinking water wasted
- e) Pet waste does not go to landfill/decreased methane emissions

Yes this is a big change. Made more difficult by our society's germophobia/poop-phobia (this video illustrates it nicely, as well as talking about dog poop composting

<https://youtu.be/iSUEYHAYnJg?si=5Sm7Pe1VpQZGr1De>) But unless we START NOW to

make provisions and create opportunities for change, no change will ever happen. As the climate crisis is upon us already we cannot delay forming new strategies and looking for new

solutions. We already have a system in place that collects organic wastes such as yard debris and food waste.

Commercial composting facilities can easily and safely reach the high compost temperatures required to kill off any potential pathogens in human and pet waste, rendering it more safe than sewage sludge, with a comparably minimal amount of effort and resources.

I'm asking you to consider at least a pilot project for those interested where the city might collect, or accept at a drop off site, securely closed 5 gal buckets filled with human solid waste and sawdust/wood chips, and at the same time provides in exchange a clean bucket, and suitable organic cover materials.

The only in depth literature with references on humanure composting I could find is below, all chapters are available for free on this website

<https://www.humanurehandbook.com/contents.html>

Please forgive my lack of finesse in letter writing and reference citing etc, but this is an issue close to my heart, and I feel it needs to get a lot more public and government attention, to move past societal fears and towards a truly sustainable future for our city.

Regards, Tina Barrows

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: 192nd and 15th St Rezone Proposal
Date: Monday, October 23, 2023 8:53:23 AM
Attachments: [image003.png](#)

Hi Sarah,

We received this in the CMO inbox.

Thank you!

-Amelia

From: Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>
Sent: Saturday, October 21, 2023 3:21 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: FW: 192nd and 15th St Rezone Proposal

CMO team-

I believe the intent was to have the below email distributed to Council. We're also distributing to the Planning Commission. Thanks,

Rebecca Kennedy | Deputy Director
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
Community Development Department (CDD)
M: (360) 624-6070 | **O:** (360) 487-7896
rebecca.kennedy@cityofvancouver.us
www.cityofvancouver.us



OUR VANCOUVER
OUR FUTURE 2045

Learn more about [Our Vancouver](#): an effort to update our City's plan for growth and development over the next 20 years.

From: Kevin Barron [REDACTED]
Sent: Saturday, October 21, 2023 12:01 PM
To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnerny-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>
Cc: [REDACTED]

Subject: 192nd and 15th St Rezone Proposal

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

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

Good afternoon,

We, the neighbors of Bennington and Fishers Landing East, hereby petition the Mayor, City Council, and City Planning Commission, to reject the proposal (PIR 83420) of rezoning the property on the Northwest corner of 192nd Avenue and SE 15th Street, from Urban Low Density to Urban High Density. The proposed zoning change does not meet the Zoning Changes Approval Criteria (VMC 20.285.050) of compatibility and violates the housing goal/policy of the preservation of neighborhood character outlined in the Washington State Legislature Housing Element (WAC 365-396-410).

There are already several high density residential housing options near the proposed development site, five of which are within a one mile radius, and many others that are in the plans of several future projects in the area. It is worth noting that all of the existing and future planned apartment complexes are either directly adjacent to commercially zoned areas or within mixed use zoned areas. The proposed apartment development is surrounded in all four directions by Urban Low Density zoned areas which is not suitable or consistent with precedent for this type of construction.

Additionally, there are several other potential concerns for our community, such as the impact on schools, traffic, noise, and crime, that need to be addressed and accounted for.

We have attached a zip file, containing the signatures of approximately 600 concerned members of our neighborhood.

We respectfully request that you reject any proposal that includes Urban High Density Zoning.

Sincerely,

Kevin D. Barron and the neighbors of Bennington and Fishers Landing East

 [Petitions.zip](#) 

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#); [Dollar, Sarah](#)
Subject: FW: Main Street Promise
Date: Monday, October 23, 2023 11:57:16 AM

We received this in the CMO inbox

-Amelia

-----Original Message-----

From: Peter L. Fels [REDACTED]
Sent: Monday, October 23, 2023 11:00 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: [REDACTED]
Subject: Main Street Promise

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.

Hello Mayor and Councilors,

Many citizens testified against the current proposal for the reconstruction of Main Street. It does little to alleviate congestion, increase bike and pedestrian access or meet our CAF goals for reducing GHGs.

On the other hand, cities around the world are benefiting from closing their city centers to vehicle traffic and converting to pedestrians and cycle only access.

The proposal before you has a nod to these comments by asking for a review in 3 years. But of course any new actions will take more years to implement.

As you should be aware by now, we have a climate crisis. We cannot afford to continue putting off solutions for more studies and reviews.

I urge you to reject this proposal and direct staff to go back to the drawing board to create a truly climate friendly and creative redevelopment of downtown.

s/

Peter Fels
Vancouver

Sent from my iPad

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: Contact City Council
Date: Friday, October 20, 2023 3:54:34 PM
Attachments: [Rezone-letter-.docx](#)

Written Comments for Council.

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Friday, October 20, 2023 3:17 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

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.

Contact the City Council

Name
Mary Tsang
Email
[REDACTED]
Phone
[REDACTED]
Address
[REDACTED] Vancouver 98683 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message
Please see attached regarding the proposed rezone of 192nd and 15th. Thank you.
File
Rezone-letter-.docx

10/20/2023

City Case File Number PIR-83420

Dear City Council Members,

Firstly, I want to thank you for dedicating your time to our city and the residents who live here. It is a thankless job and I really appreciate the work you continue to do.

I am writing to you today because there is a proposed rezoning project for the land on the corner of SE 192nd Ave and SE 15th St in East Vancouver. This will change the original low-density zone R6 to a whopping high-density R-22. The developer plans to build apartment complexes with approximately 223 units and estimates about 500 cars from this complex alone. The proposed zoning changes **does not** meet the zoning changes approval criteria (VMC 20.285.050) of compatibility and the housing goal/policy of the preservation of neighborhood character in the Washington State Legislature Housing Element (WAC 365-196-410). Currently all the neighborhoods are predominately single-family homes zoned R-6 and R-9. There is no precedent for having a R-22 high density zoning in our community.

I currently live in the Fisher's Grove North neighborhood across the street from the proposed rezoning location. I am most concerned about the high volume of traffic the projected 223-unit apartment complexes will undoubtedly bring. I have lived in heavily populated cities for most of my life, so I am no stranger to high density living but moved to the East Vancouver neighborhood a couple of years ago to escape the overly crowded streets for a quieter lifestyle.

The traffic impact analysis provided by Vance Development shows an increase of more than 3X the weekday daily traffic going through the proposed rezone area. SE 15th St is not built for this increased traffic. It is a non-expandable, narrow 2-lane street with bike lanes on either side. Pedestrians, bicyclist, school buses and fire trucks (as this is where Fire Station 9 is located) uses this street regularly. I, like many of the residents in this community use SE 15th daily as it connects to main arteries and then to the freeways. It is only one of the 2 ways that many of the residents can get in and out of their neighborhoods. According to the preliminary plans for the apartment complex it will have 2 driveways, one on SE 192nd and the other on SE 15th St. Currently SE 192nd is highly used in East Vancouver. Traffic is only expected to grow with some nearby developments coming to completion and some soon to begin. The dense volume of cars and concrete median separating the lanes will make this a less desirable driveway funneling most of the apartment residents onto SE 15th St. The traffic impact analysis confirmed a heavier burden on SE 15th St, as it states that the Eastbound left turn lane from SE 15th St to SE 192nd Ave may need to be extended up to 175ft based on its projections. This congestion not only negatively effects the quality of life of the surrounding neighborhoods but poses safety concerns. The increase in traffic can potentially block the entrances and exits for many of the communities not only trapping in residents but also delays emergency vehicles from entering.

Another safety concern may be an increase of cars cutting through neighborhoods trying to avoid SE 15th St during peak hours. These neighborhoods often have children walking to school bus stops, riding their bikes, and playing in the middle of intersections. They were never meant to have high volumes of cars speeding through. Allowing the rezone from a R-6 to R-22 will cause an increase in traffic unsuitable for SE 15th St and the communities that surround it.

I sympathize with the current need for housing. My hopes are that the city and the residents can come to a compromise. One solution is to use this land for middle housing. This way the city can increase the density of the area but still maintain the character and integrity of the neighborhood. This will also help alleviate the traffic from SE 15th St. There is a lack of townhomes, duplexes, triplexes, and row homes in East Vancouver. Middle housing can help East Vancouver bridge the gap from high density apartment buildings that do mesh well with single family homes by providing a more diverse housing option.

I sincerely hope the City Council focuses on the concerns of the current residents that live in the neighborhoods and not just on the demand of expansion. Please do not vote in favor of the rezone of SE 192nd Ave and SE 15th St from a R-6 to R-22.

Sincerely yours,

Mary Tsang

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Delapena, Amanda](#)
Subject: FW: J Roth | Comment | Evergreen & Grand Proposal
Date: Monday, October 16, 2023 6:18:48 PM
Attachments: [DevelopmentPlanComment1X_101523.pdf](#)

We have received this in the CMO inbox

-Amelia

-----Original Message-----

From: J R <[REDACTED]>
Sent: Monday, October 16, 2023 5:23 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: J Roth | Comment | Evergreen & Grand Proposal

[You don't often get email from [REDACTED] Learn why this is important at
<https://aka.ms/LearnAboutSenderIdentification>]

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.

For City Manager's Office

RE: Goals and Intentions of the Evergreen & Grand Strategy document.

I understand that the City Council will be discussing the document on October 23, 2023.
I am offering a copy of a written comment for your consideration.
A copy is sent by mail to Mayor McEnerny-Ogle and an email to the Principal Long Range Planner.

Thank you.

John Roth
[REDACTED]
Vancouver WA 09661

RE: Evergreen and Grand – Commercial Corridors Strategy – Recent Unnecessary Blight

Just within the past several months, a significant example of civic disregard and visual blight has been happening along East Evergreen Boulevard -- between East Reserve Street and Grand Boulevard. This would seem to be completely in contradiction to the goals and intentions represented by the Strategy Plan Document.

Generally, the Evergreen and Grand Area Proposal is thoughtful, well-considered and admirable. As further development continues, consideration and action in keeping with the betterment of the neighborhood must be of concern.

The new CenturyLink Fiber cables look to be largely outsized in circumference, and several cables are being strung closely together at low levels. These make for a very distracting and a very disturbing dark scarring along the streets – often damaging otherwise attractive sections of view. These seem to be hanging in a particularly haphazard way, without care or respect for the quality and appeal of the local vicinity. (Earlier electrical and service wires would be thinner and placed higher in the air – becoming less visible and intrusive.)

This annoying type of eyesore should not be allowed. As new improvement occurs in the area, the very horrid and ugly cables should be removed, somehow relocated, re-routed underground – completely along Evergreen Boulevard from East Reserve Street to Grand Boulevard.

About myself, I just arrived in Vancouver and purchased a property here within the past few years. I had earned a Master of Architecture degree from the University of Oregon some time ago, and later a graduate MBA degree from a prominent business program in Chicago. I have lived and worked in many different cities across the United States – so I have experienced many, varied community environments.

New technologies and alternatives are continually emerging for delivery of Internet and media services. Any economic argument or justification for these fiber cable could be challenged. Broadcast Internet options are available and reasonably priced. There are more and more streaming services for news and entertainment programming. Low-cost direct antennae technologies are also possible here. Any particular benefit is not fully apparent, and the spoiling of the streetscape could be understood as a type of indirect, unwanted charge against residential property values as well.

Of course, similar civic disfiguration can also be seen along sections of Fourth Plain Boulevard, as well as other locations within Vancouver. I am not aware of what policies or regulations would be applied or enforced locally.

Thank you,

John Roth

[REDACTED]

Vancouver WA 98661

October 16, 2023







From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: COVID-19 vaccines immediate onset Autoimmune Disease adverse events in VAERS
Date: Tuesday, October 17, 2023 2:22:41 PM

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

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

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

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

[REDACTED] >

Date: Tue, Oct 17, 2023, 5:28 AM

Subject: COVID-19 vaccines immediate onset Autoimmune Disease adverse events in VAERS

To: <[REDACTED]>

 [Who is Robert Malone](#) cross-posted a post from [Darrell's Biological Insights](#)

 Robert W Malone MD, MS
Oct 17 · [Who is Robert Malone](#)

Many front line physicians are raising the alarm about the rising incidence of COVID vaccine-associated autoimmune disease.

I suggest that you may wish to consider this analysis of VAERS data relating to this issue, which has been published by Dr. Darrell O. Ricke, M.S., Ph.D.

Among other things, Darrell is a friend and colleague, as well as being a highly accomplished Molecular Biologist, Computational Biologist, Data Scientist, Bioinformatics, & Computer Scientist.

COVID-19 vaccines immediate onset Autoimmune Disease adverse events in VAERS

Non-random patterns and enrichment patterns

DARRELL O. RICKE, M.S., PH.D.



READ IN APP



My article on immediate onset autoimmune disease adverse events with immediate onset following vaccination is published online [here](#): Ricke, GTM (2023)

<https://doi.org/10.36922/gtm.1455>

This post focuses on 30+ autoimmune disease adverse events enriched following COVID-19 vaccinations. The VAERS data has the following limitations: (1) only a subset of actual adverse events are captured (estimated at 1 in 241 in the above article) and (2) reported adverse events include background frequency adverse events. If the adverse events are all background and the number of dose 2 shots is slightly less than the number of dose 1 shots for COVID-19 mRNAs, then the ratio of [dose 2/dose 1] should be less than 1.0 for autoimmune disease adverse events other than random fluctuations. So observing excess autoimmune disease adverse events following dose 2 shots greater than dose 1 shots is not likely to occur by chance very often.

Figure 3 (from article). COVID-19 vaccines dose 2 versus dose 1 autoimmune diseases adverse events ratios – autoimmune diseases label: postural orthostatic tachycardia syndrome (POTS).



The Moderna Elasomeran mRNA vaccine has 100 micrograms of mRNA with 4 weeks between doses while the Pfizer Tozinameran vaccine has 30 micrograms of mRNA with 3 weeks between doses. A total of 30 of 32 autoimmune adverse events for dose 2 for Pfizer Tozinameran have ratios greater than 1.0 with 29 greater than 1.1. In comparison, the Moderna Elasomeran vaccine shows 7 with ratios greater than 1.0 and 3 greater than 1.1. This is evidence of a non-random enrichment frequency

for the majority of these autoimmune disease adverse events and the null-hypothesis of these being background associations should be rejected for Tozinameran.

Figure 4 (above article). The age of COVID-19 vaccinees experiencing various autoimmune disease adverse events.



From Figure 4, it is possible to infer that there is not a specific age associated pattern. Polymyalgia rheumatica is known to affect older adults. The association of autoimmune disease adverse events with COVID-19 vaccines appear to be generally, a non-specific association. The pattern could be these adverse events are being triggered in individuals with existing risk conditions.

For the individual COVID-19 vaccines, does the distribution of autoimmune diseases reflect the ratios of the vaccines administered? Additional non-random patterns are observed in Table 1.

Table 1 (from article). Autoimmune adverse events by doses of COVID-19 vaccines.



In Table 1, Guillain-Barré syndrome represents 16.2% of the adverse events for Ad26.Co2.S but the vaccine only represents 3.1% - a 5.2-fold higher than expected by distribution of doses between vaccines. Excess immune thrombocytopenia is a known rare adverse event for adenoviral COVID-19 vaccines that can be life threatening.

In the article, I calculate the under-reporting factor (URF) for COVID-19 vaccines to possibly be as high as 1 in 241 based on the number of common adverse events reported (headache, fever, etc.). The following enrichment frequencies are all higher than background without applying a URF correction factor. For purposes of illustration, a common used URF of 45 is illustrated in the following table. Note that these estimates are for reported onsets within 24 hours of vaccination!



In summary, COVID-19 vaccines have non-random enrichment patterns of association for many autoimmune diseases. Surprisingly, many of these autoimmune disease adverse events are occurring within 24 hours of vaccination (day 0). In general, these pattern appears to be non-specific (e.g., not likely just cross-reacting epitope antigens, etc.). My initial hypothesis is that many of these patterns may result from the very high reactogenicity level of these COVID-19 mRNA and adenoviral vaccines creating very strong immune responses pushing some at risk individuals over disease onset thresholds for these autoimmune diseases. If correct, then all mRNA and adenoviral vaccines and therapeutics may also exhibit similar patterns of enrichments for autoimmune disease adverse events.

Note: [Geoff Pain, PhD](#) points out endotoxins and possible process 2 for at least one of these vaccines to consider, see [Process 2](#) post.

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Originally posted on



Darrell's Biological Insights

Darrell O. Ricke, M.S., Ph.D.

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Life, Diseases, Biology, etc.

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Virginia
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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: Dr. David Martin
Date: Thursday, October 19, 2023 12:58:46 PM

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https://twitter.com/Restitutor_/status/1701994591728066983/mediaViewer?currentTweet=1701994591728066983¤tTweetUser=Restitutor_. Please send to council members and MELNECK. Put on public record and confirm that you did. At the next health board meeting this should be on the agenda to play it for the public. Please send this also to Franklin Johnson the elder board leasion to the county health board. The elder board should be sent a copy too. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Parliamentary speech on excess deaths" on YouTube
Date: Friday, October 20, 2023 4:31:40 PM

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

<https://youtu.be/97qRUqYLNu0?si=hB25IQo0vwhuMfg2> .please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn.

From: [Wynn Greich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Covid 19 and sepsis
Date: Friday, October 20, 2023 10:47:31 PM

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

https://www.theepochtimes.com/health/covid-19-increases-sepsis-risk-potential-therapeutic-benefits-of-vitamin-d-5511531?utm_source=Goodevening&src_src=Goodevening&utm_campaign=gv-2023-10-20&src_cmp=gv-2023-10-20&utm_medium=email&cta&utm_source=Goodevening&est=dvalv4o9fgZZDbj1jd9M3DV2KCwb4nBVofY176Fs8cgi5v2%2FvFQxRLOxkJoE
. Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Dollar, Sarah; Rebecca Messinger
Subject: Fwd: New Study: Fluoridated Water Weaken's Children's Bones
Date: Sunday, October 22, 2023 2:04:24 PM

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Please send to council members and MELNECK. Put on public record and confirm that you did. Please have Dr. MELNECK talk about this at the health board meeting. Thanks from Wynn

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

From: **Fluoride Action Network** <mail@networkforgood.com>
Date: Sun, Oct 22, 2023, 1:54 PM
Subject: New Study: Fluoridated Water Weaken's Children's Bones
To: <[REDACTED]>

Image



New Study: Fluoridated Water Weakens Children's Bones

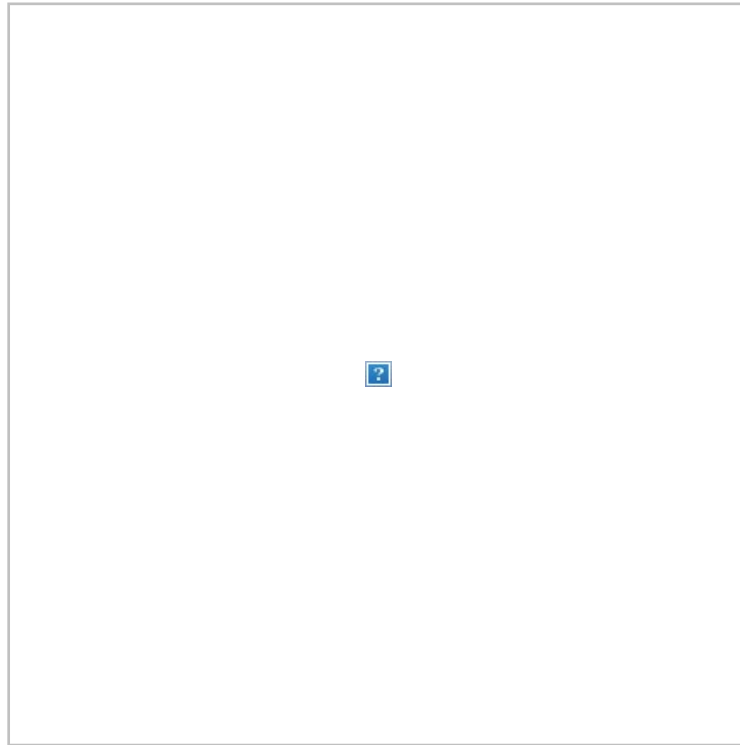
Broken Arms *Doubled* in States With Widespread Fluoridation

Dear Wynn:

For over fifty years, there have been concerns that fluoridated water and fluoride from other sources may weaken bones and increase the risk of bone fractures. To date, scientific studies have focused on [bone fractures in the elderly](#), especially hip fractures in older women, which are a leading cause of [disability and death](#). This week, the first scientific study of artificial water fluoridation and broken bones in children was published. The article's title is "[Community Water Fluoridation and Rate of Pediatric Fractures](#)" (Lindsay et al 2023).

Researchers from Oregon Health & Science University found that US states with a high proportion of their population receiving fluoridated water averaged twice the rate of common types of childhood bone fracture as states with relatively little fluoridation. They also looked at the level of fluoride in the water and found that in the group of states with an average concentration of around 0.7 mg/L – the level used in artificial fluoridation – rates of child forearm fractures were 2.5 times greater than in the group of states with the lowest average concentration, which was about 0.4 mg/L.

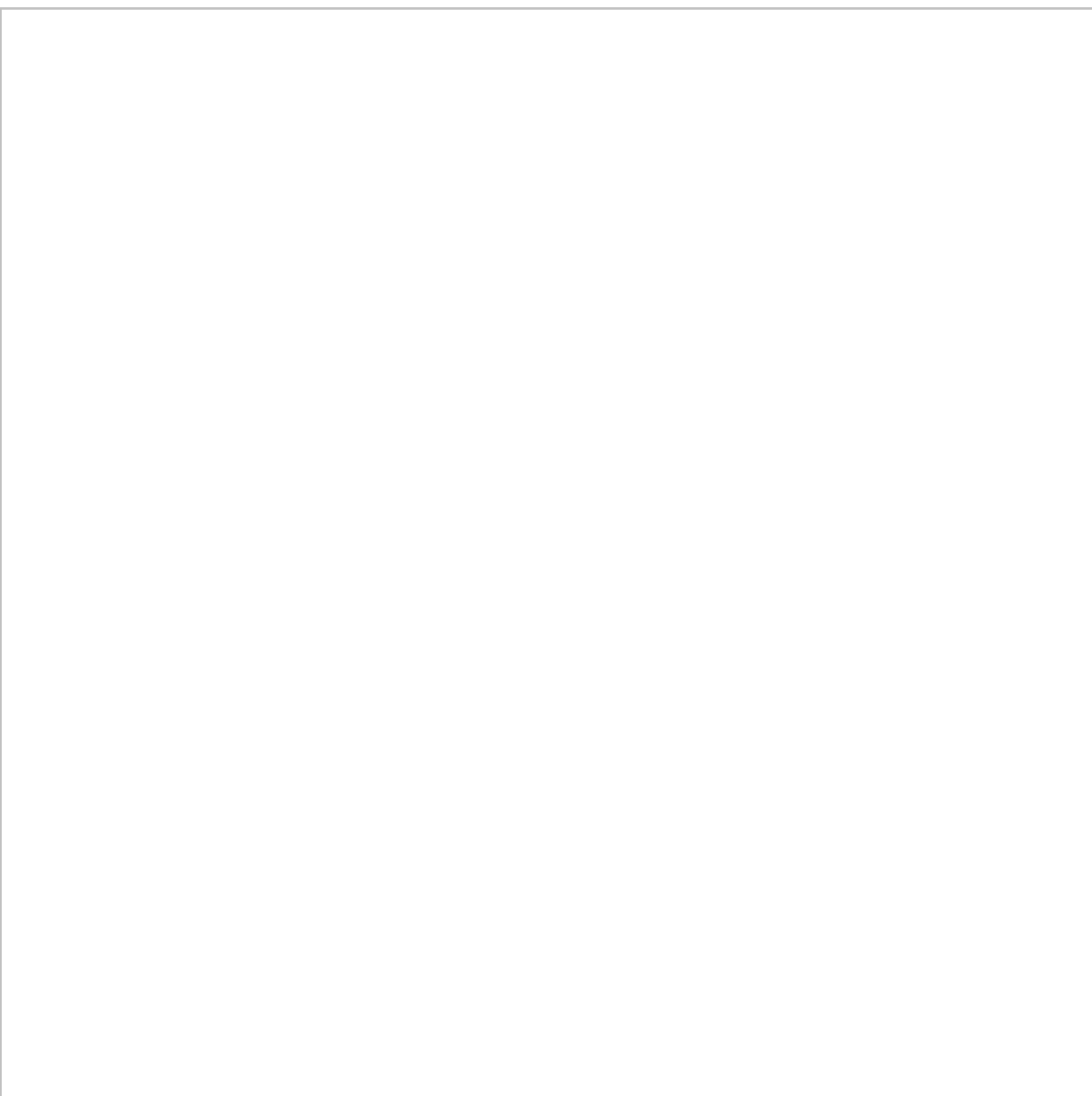
The study used nationwide bone fracture data from over 100,000 children aged 4 to 10 years old, at the state level, obtained from insurance records. Water fluoridation information came from CDC public data. The authors concluded, “community water fluoridation proportion by both state and fluoridation levels are associated with the increased rate of fracture in children”.



X-ray [image](#) of Both Bone Forearm Fracture (BBFFx).

The largest increase was found in the most common type of childhood bone fracture called a Both Bone Forearm Fracture (BBFFx), an example of which is shown in the x-ray image.

For this type of broken arm, the study's findings are illustrated by two graphs, drawn from data reported in the paper:



The graphs show highly significant large-magnitude associations between child forearm fractures and the percent of people fluoridated (left graph) and the average state water fluoride concentration (right graph).

While the study was a relatively simple design, based on state-level rather than individual-level exposure data, it raises new red flags about fluoride's effect on skeletal development in young children.

FAN's Michael Connett predicted back in 2012, based on a study in Iowa, that fluoride may increase risk of bone fractures in children [[Connett 2012a](#), [Connett 2012b](#)]. The Iowa study found evidence of decreased Bone Mineral Density (BMD) in girls in fluoridated areas, especially cortical bone which is the outer layer that gives structural strength to long bones like those in the forearm. Connett said the finding was: "... particularly significant when considering that reductions in cortical bone density are a key mechanism by which fluoride can increase fracture rates."

Twenty-one years ago, long before recent higher-quality studies became available, FAN's Paul Connett made broader [predictions](#) of the effects of fluoridated water on bone:

"... the weight of evidence would suggest that it is highly plausible that exposure to water at 1 ppm ... over a whole lifetime will damage human bones and ligaments. It is also probable that this damage will at least lead to the sub-clinical symptoms of skeletal fluorosis, possibly arthritis as well as to hip fractures."

Those predictions from 10 and 20 years ago are being born out. Two years ago the evidence that long-term fluoride exposure increases risk of broken bones in older adults was [greatly advanced](#) by a high-quality [study from Sweden](#). Last week's first-ever study on childhood bone fractures now raises concern that just a few years of exposure to fluoridation,

during ages when children's bones are rapidly growing, may substantially increase rates of childhood bone fractures.

Chris Neurath
Research Director
Fluoride Action Network

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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From: [Wynn Grich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Fwd: REMINDER: Fluoride Lawsuit Status Hearing This Tuesday
Date: Monday, October 16, 2023 12:13:09 PM

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

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

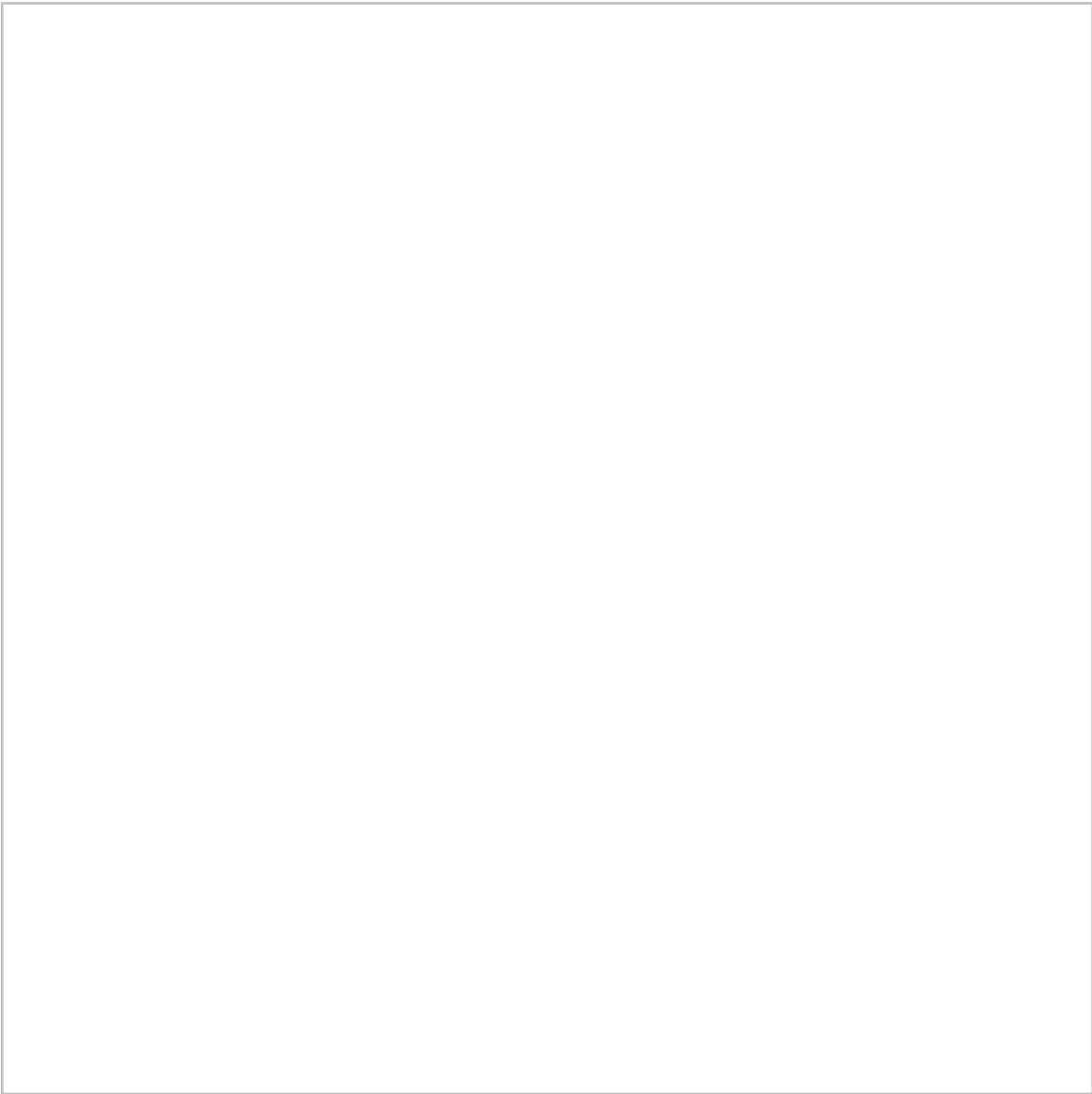
From: Wynn Grich [REDACTED]
Date: Mon, Oct 16, 2023, 12:11 PM
Subject: Fwd: REMINDER: Fluoride Lawsuit Status Hearing This Tuesday
To: Reform Clark County - Rob Anderson [REDACTED]

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

From: Fluoride Action Network <[REDACTED]>
Date: Mon, Oct 16, 2023, 10:20 AM
Subject: REMINDER: Fluoride Lawsuit Status Hearing This Tuesday
To: [REDACTED]

Image





Dear Friends:

Court Status Hearing This Tuesday

The next status hearing for our [federal lawsuit](#) against the U.S. Environmental Protection Agency (EPA) over the neurotoxicity of fluoridation chemicals will be held TOMORROW, on **Tuesday, October 17th, at 2:30 PM (Pacific) / 5:30 PM (Eastern)**. The Court will hear progress updates from attorneys representing FAN and the EPA and could potentially discuss other topics, including the status of the [NTP report](#), procedural matters, evidence, and expert witnesses.

The Court has been scheduling status hearings approximately every 90 days, and we're now only about three months away from the **January 29th, 2024**, start date of the final phase of the trial, so there's a chance this could be the last status hearing.

Watch the trial live on Zoom:

<https://cand-uscourts.zoomgov.com/j/1619911861?pwd=TjVma1lnMIJINHR3ZE9QMkFjNkFndz09>

ID: 161 991 1861

Password: 912881

Please note that our status hearing has been scheduled alongside hearings for several other cases. This means that when you login to view the proceedings, you may have to wait as other cases on the docket are dealt with first.

While the public can watch the hearing live, we want to remind everyone that it cannot be recorded per court rules. If you are unable to watch or listen to the hearing, FAN will provide an overview of the proceedings in a follow-up bulletin as well as on social media. If a recording of the hearing is made available by the court at some point in the future, we'll also share that with you as soon as it's posted.

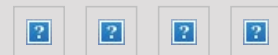
For a comprehensive update on the trial, [watch this recent 60-minute interview](#) featuring our attorney, Michael Connett. For the most recent update on the NTP's systematic review of fluoride neurotoxicity, [click here](#).

Thank you,

Stuart Cooper
Executive Director
Fluoride Action Network

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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10/23/2023

Christine Lamb-White

Environment
The Seattle Times

E-bike rebates, borrowing program on the horizon for WA riders

Aug. 31, 2023 at 6:00 am | Updated Aug. 31, 2023 at 6:00 am



A man rides a motorized bicycle in New York. In Seattle, e-bike sharing programs are popular, and the state plans to launch purchase rebates available to individuals. (Seth Wenig / AP)

By Conrad Swanson 

Seattle Times climate reporter

Washington will unlock millions of dollars for people looking to buy — or borrow — electric bikes through a statewide program set into the state's transportation budget.

Vouchers worth up to \$1,200 for e-bike buyers will be available next year, and a series of lending libraries across the state will follow, said Barb Chamberlain of the Washington Department of Transportation. A more specific timeline isn't yet available because state officials are still developing the programs.

The initiatives are part of a \$2 billion spending package lawmakers enacted in April to cut Washington's greenhouse gas emissions. While spending is increasing, so are revenues. In less than a year, the state's carbon-pricing program has collected nearly \$1 billion from major climate polluters.

The idea for the rebates and lending libraries is to shift people away from cars burning fossil fuels and onto cleaner modes of transportation like electric bikes, which carry battery-powered motors to help riders while they pedal, said Democratic state Sen. Sharon Shewmake.

Washington's transportation sector is the single largest source of greenhouse gas emissions in the state, accounting for 39% of emissions in 2019, the state's Department of Ecology reported last year.

Shewmake said she proposed the rebate and lending programs for Washington's transportation budget because e-bikes are an effective way to reduce congestion on the state's streets and reduce greenhouse gas emissions at the same time.

"They're not just expensive toys," Shewmake said.

Gov. Jay Inslee signed the state's 2023-2025 transportation budget into law in May. WSDOT officials began building the rebate program in July when the money became available.

In all, the budget set aside \$5 million for two years worth of rebates, said Chamberlain, director of WSDOT's Active Transportation Division. Sixty percent of those rebates, worth up to \$1,200, will be reserved for low-income households. Others could see up to \$300. The vouchers could be applied to most e-bikes (except electric mountain bikes) and equipment like helmets and locks. Used e-bikes won't qualify for the rebates, Shewmake said.

As many as 2,300 low-income vouchers and about 6,200 of the smaller vouchers could be available.

Chamberlain said her department is still developing its application process, finding ways to verify addresses and income levels. They're also speaking to other cities and states with similar programs to learn from them.

One of those cities is Denver, which has such a popular rebate program that city officials now release vouchers in smaller, monthly batches to try and stretch supply. Even so, Emily Gedeon, a spokeswoman for Denver's Office of Climate Action, Sustainability and Resiliency, said whatever vouchers become available are snapped up within five minutes.

Officials in Washington are working to ensure that vouchers here are handed out equitably, Chamberlain said.

"If you're working three jobs you should not miss out on your opportunity to get a voucher," she said.

E-bike sales are on the rise across the world, outpacing electric vehicle sales at times. Four other states are working on rebate programs similar to Washington's.

Seattle, which does not have its own rebate program, is seeing continued popularity with e-bikes through ride-sharing companies like Bird and Lime. So far this month, Seattle has seen an average of 5,266 daily e-bike rides through all the available ride-sharing companies, city data shows.

Not only is Denver's program popular, it's also successful, Gedeon said. In less than two years the city has handed out 6,596 vouchers. The average redeemer reports riding their e-bike instead of driving their car for about 3.4 trips each week, totaling 21.6 fewer miles driven per person.

⁴ That translates to a reduction of more than 142,000 vehicle miles in Denver each week, Gedeon said. To date, city officials estimate their e-bike rebate program has displaced more than 2,600 tons of greenhouse gas emissions.

Shewmake said she wants to recreate that type of success in Washington. But she also acknowledged that e-bikes can be expensive. REI lists some online for more than \$6,000. So, the lawmaker said a series of lending libraries should entice people to give them a try.

Money to begin establishing the libraries won't become available for her department until next summer, Chamberlain said, so those programs will lag behind the rebates.

State departments, local governments and tribal nations will be eligible to apply for e-bike loaning grants to help reduce commuting trips, Chamberlain said.

Tribes and other nonprofits serving low-income or overburdened communities will also be eligible for grants.

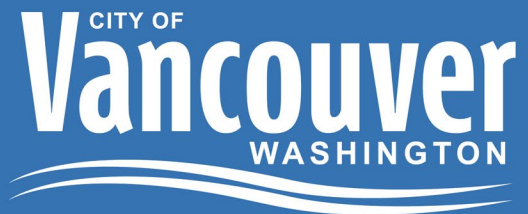
The funding package also set aside money to study the success of the rebate and lending libraries, Shewmake said. That documentation might create additional political will to earmark even more money for the programs moving forward.

Conrad Swanson: 206-464-3805 or cswanson@seattletimes.com; on Twitter: [@Conrad_Swanson](https://twitter.com/Conrad_Swanson). Conrad covers climate change and its intersection with environmental and political issues.

 View 297 Comments / 297 New

2023 Second Supplemental Budget

Shannon Olsen
Budget Manager
Finance Department



2023 Second Supplemental Overview & Background

Review major items included in the 2023 Second Supplemental Budget

Appropriation:

- Operating & Capital Budget
- FTE changes

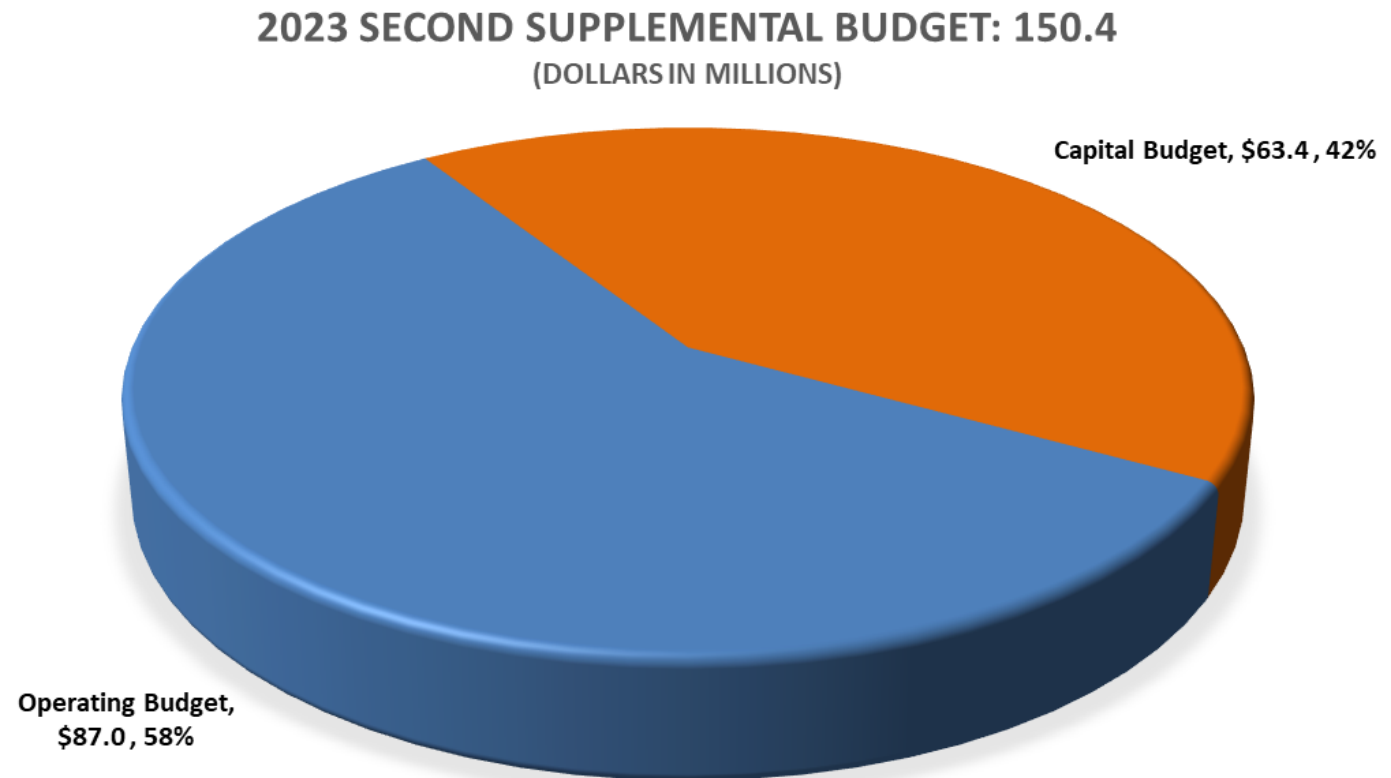
Background:

Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.

- Council Approval is required for increases in appropriations and staffing.

2023 Second Supplemental Operating and Capital Budget

- 8.0% increase to the current biennium budget bringing the revised total to \$2.03B overall
- Total net impact: \$53.2M city-wide
- Net Impact on the General Fund: \$9.0M utilization of undesignated cash balance



2023 Second Supplemental Budget Appropriation

Total 2023 Second Supplemental: \$150.4M

Operating Budget
\$87.0M

Capital Budget
\$63.4M

General, Street,
Fire Funds
\$44.3M

Other Operating
Funds
\$42.7M

Capital Projects
\$45.7M

Funding
Transfers
\$17.7M

General, Street, Fire Funds: \$44.3M

Grant & Other Revenue Funded

Fire & Police

\$2.6M

- State Homeland Security Program Grants
- Justice Assistance Grants
- Wellness Grant
- Internet Crimes Against Children Grant
- Project HomeSafe Grants
- Assistance to Firefighters Grants

General

\$8.1M

- Fourth Plain for All (ARPA)
- Commute Trip Reduction Grant
- Department of Commerce Grants
- Office of Public Defense Grant
- Washington State Department of Transportation Grant

General, Street, Fire Funds: \$44.3M *(continued)*

New Items

Fire & Police

\$5.4M

- Public Order Specialist Team Equipment Purchase
- Reclassification of Firefighters to Fire Engineers
- Police Overtime/Callback Increase
- Clark Regional Emergency Services Agency (CRESA) Increase

Streets

\$1.8M

- Main Street Path Design
- Street Light Materials Purchase

General, Street, Fire Funds: \$44.3M *(continued)*

New Items

General

\$24.8M

- Safe Park Bathroom/Shower Remodel
- Purchase Restroom/Shower Pods for Safe Stay 1, 2, 3, and Safe Park
- Install Electrical Hookups for Safe Stay 1, 2, and Safe Park 1
- Property Acquisition Funding for Economic Development
- Waterfront Gateway Ground Lease Escrow Fees
- Cost of Health Insurance Coverage Increase
- Southwest Humane Society Contract Increase

Administrative:

\$1.6M

- Riverwest Acquisition Principal and Interest Internal Advance
- McGillivray Boulevard Complete Streets Project Adjustment

Other Operating Funds: \$42.7M

Revenue & Other Revenue Funded

\$18.4M

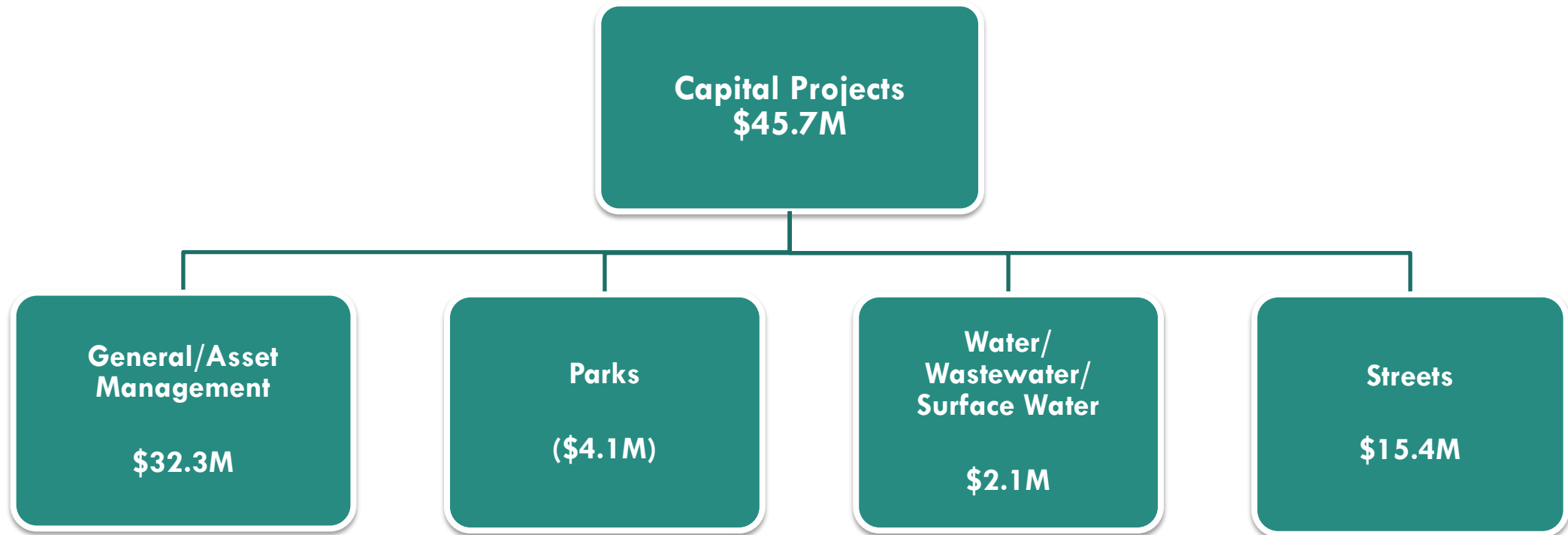
- Fourth Plain for All (ARPA)

New Items

\$24.3M

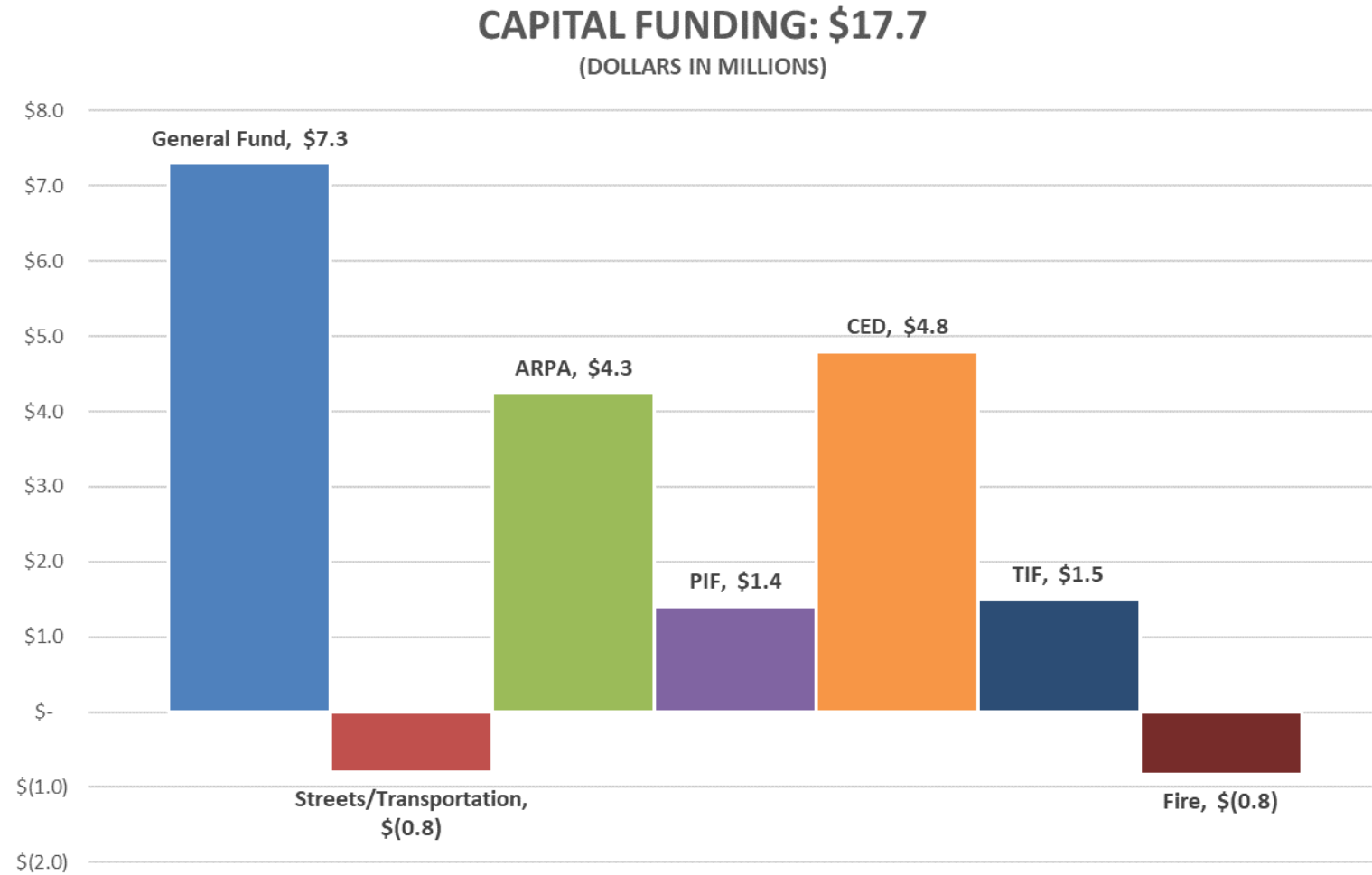
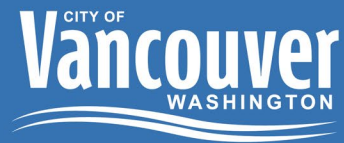
- Cost of Health Insurance Coverage Increase
- Liability and Workers Compensation Claims Costs and Insurance Increases
- Buy back of City Hall Permit Center Condo from Building Fund
- Sale of Half of 521 Chkalov Building to Building Fund
- Construction Services Relocation
- Water Center Exhibits Improvement Project Design
- Vehicles and Fleet Equipment

2023 Second Supplemental: Capital Projects



2023 Second Supplemental

Capital Funding



2023 Second Supplemental

Capital Budget: General and Parks



**General/ Asset
Management**
Total \$32.3M

Highlights:

- | | |
|--|--------|
| • Chkalov Building Remodel | \$15M |
| • Fourth Plain for All (ARPA / Reallocation) | \$9.5M |
| • Economic Development Acquisition | \$4.9M |
| • Esther Short Park Bell Tower Remodel | \$1.3M |
| • Police Training Center Facility Evaluation | \$0.6M |
| • East Precinct Police Building Remodel | \$0.5M |
| • Howard House Roof Replacement | \$0.5M |

Parks
Total (\$4.1M)

Highlights:

- | | |
|---|----------|
| • Vancouver Innovation Center Land Acquisition Increase | \$0.9M |
| • Shaffer Community Park Development Increase | \$0.4M |
| • Fisher Basin Community Park Sport Court Conversion | \$0.1M |
| • Bagley Community Park Development Cost Reduction | (\$5.5M) |

2023 Second Supplemental

Capital Budget:

Streets and Transportation

Water and Wastewater



Streets/ Transportation Total \$15.4M	<u>Highlights:</u> • Main Street – 5th to 15th (ARPA) \$9.2M • Fourth Plain for All (ARPA / Reallocation) \$4.3M • 137th Ave Corridor – 49th to Fourth Plain \$1.8M • Fourth Plain – 62nd – Andresen Multiuse Path \$0.1M
Water Total \$1.3M	<u>Highlight:</u> • Main Street – 5th to 15th (ARPA) \$1.3M
Wastewater Total \$0.8M	<u>Highlight:</u> • Main Street – 5th to 15th (ARPA) \$0.8M

FTE Summary: Net New 12.0 FTEs

Public Works (PW) (1.0 FTEs)	Public Safety & Parks (4.5 FTEs)	Community & Economic Development (2.0 FTE)	Internal Services (4.50 FTEs)
• Add 1.0 FTE, Deputy Public Works Director • Add 1.0 FTE, Wastewater Treatment Civil Engineer • Add 1.0 FTE, Wastewater Operations Superintendent • Reduce 1.0 FTE, Solid Waste Senior Support Specialist • Reduce 1.0 FTE, Water Facilities Assistant	• Add 1.0 FTE, Police Records Specialist • Add 3.5 FTE, Parks, Recreation and Cultural Services Customer Service Representatives	• Add 1.0 FTE, Transportation Planning Program Manager • Add 1.0 FTE, Plans Review Supervisor	• Add 1.0 FTE, Homeless Response Coordinator • Add 1.0 FTE, Facilities Projects Manager • Add 1.0 FTE, Human Resources Analyst • Add 1.0 FTE, Clark Vancouver Television Video (CVTV) Director/Editor • Add 0.50 FTE, CVTV Associate Video Producer

1. Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B

Next Steps

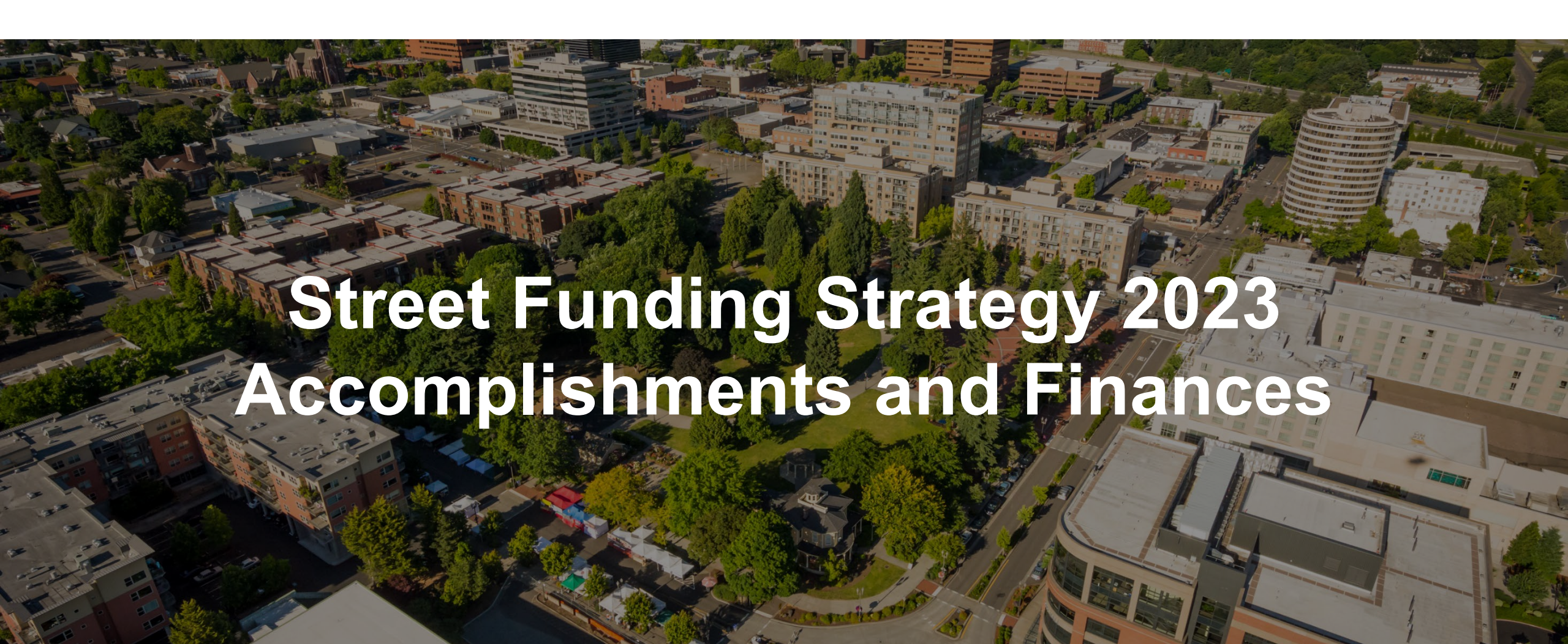


- First Reading: December 11, 2023
- Public Hearing: December 18, 2023



Questions and Discussion

Shannon Olsen – Budget Manager



Street Funding Strategy 2023 Accomplishments and Finances



Chris Malone
Public Works Finance and Asset Manager

Agenda

- Street Funding Strategy (SFS) guiding principles/key outcomes
- 2023 SFS finances and accomplishments
- 2024 Transportation Benefit District (TBD) workplan
- Questions/discussion



SFS Guiding Principals/Key Outcomes

Guiding Principles

- Supplement – Not Supplant – Current Street Funds
- Equitable Responsibility for Supporting Vancouver's Streets
- Predictability of Funds
- Provide Annual Reporting to Council and Community
- Require Public Outreach Process/Review of any Proposal to Shift Recommended Revenues to Anything Other than Streets
- Reinvest Retired Transportation Debt Service into the SFS
- *Added in 2021: Emphasis on Equity, Safety, and Climate Action*

Key Outcomes

- Mobility, Accessibility, and Safety
- Grant-funded Capital Projects
- Sidewalk Maintenance
- Right-of-Way Maintenance (Restore to Historic Levels)
- Pavement Preservation
- Pavement Reconstruction
- Asset Replacement (Streetlights, Traffic Signals, etc.)
- New in 2023 Complete Streets

Street Funding Strategy Revenues

Funding Source	2022 Revenue (Millions)	2023 Revenue (Millions)
	Actuals	Estimated
TBD Vehicle License Fee	\$5.22	\$5.20
TBD Sales Tax (new in 2023; partial year collections)	\$0.00	\$4.55
Utility Tax	\$2.33	\$2.50
Business License Surcharge (revamped in 2023)	\$1.00	\$0.40
State Gas Tax	\$0.48	\$0.48
Paid-off Debt	\$2.20	\$2.20
Total	\$11.23	\$15.33

Street Funding Strategy Expenditures

Program	2022 Expenses (Millions)	2023 Expenses (Millions)
	Actuals	Estimated
Transportation Capital Program (from TBD)	\$3.20	\$5.80
Mobility Safety Accessibility (from TBD)	\$1.00	\$1.50
Pavement Reconstruction (from TBD)	\$1.00	\$1.00
ROW Management (from SFS)	\$0.75	\$0.95
Sidewalk Management (from SFS)	\$0.50	\$0.50
Pavement Preservation (combination of TBD and SFS)	\$6.00	\$6.00
Asset Replacement (from TBD)	\$0.20	\$0.20
Neighborhood Traffic Management (from TBD)	\$0.13	\$0.13
Complete Streets (new in 2023 – from new sales tax and revised BLS)	\$0.00	\$2.98
Total	\$12.78	\$19.06

Multimodal Safety/Accessibility Outcome 2023

\$1.5 Million/year to Multimodal Safety and Accessibility Projects

- 34th Street complete street project
- 68th Street sidewalk project
- Fourth Plain Boulevard mobility and safety project

Note: In addition to multimodal improvements through other capital projects, development projects, paving projects, etc.



Neighborhood Traffic Calming Outcome 2023

\$300,000/year funded by TBD and Real Estate Excise Tax (REET)

- 2023 project selections:
 - NE 72nd Avenue (63rd Street to 78th Street)
 - NE 39th Street (137th Avenue to 162nd Avenue)

Note: In addition to multimodal improvements through other capital projects, development projects, etc.



Pavement Management Outcome 2023

Total 2023 expenses = \$13.0 million from combination of TBD, general fund, REET, and gas tax.

- Paved/Resurfaced: 26.6 lane miles
- Preservation treatments: 45.2 lane miles
- ADA Accessible Ramps: 162 reconstructed

Note: Dollars shown above are end-of-year projections.

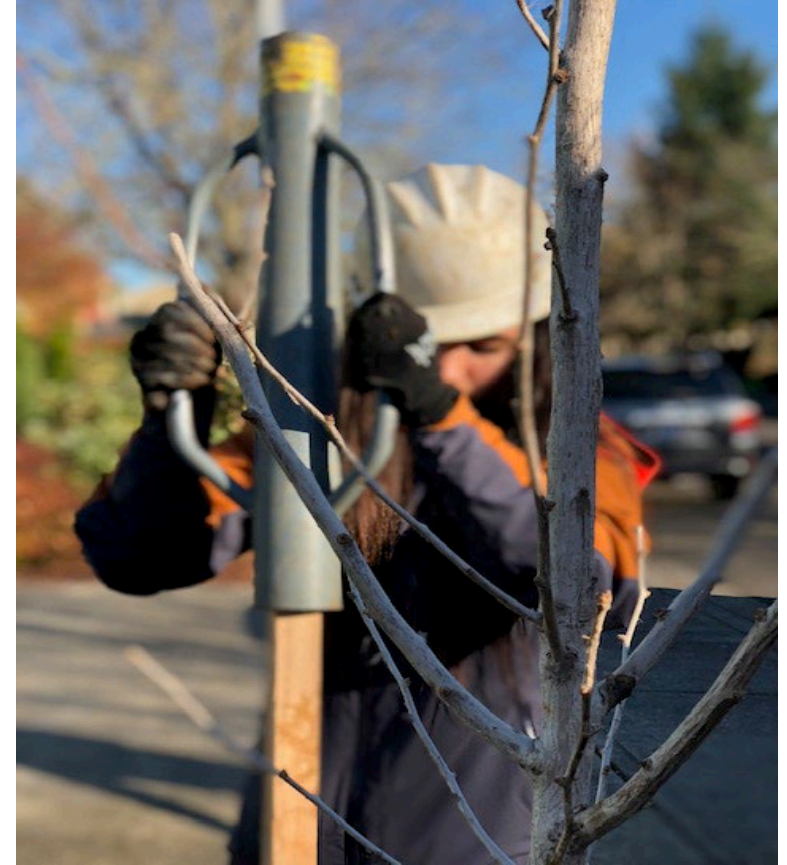


Right-of-Way (ROW) Maintenance Outcome 2023

2023 ROW maintenance expenses = \$950,000

- Continued arterial sweeping on two-week cycles
- Restored levels of ROW maintenance: Emphasis on litter collection, weed management, and sight-distance maintenance
- Continued work with Urban Forestry to replace dead/damaged trees

Note: Dollars shown above are end-of-year projections.



Sidewalk Management Outcome 2023

2023 sidewalk program expenses = \$500,000

- 368 inspections, 197 correction notices, 47 rights-of-way permits, 20 sidewalk seating permits
- Working with residential and businesses to fix defects in sidewalk
- Construction work zone compliance

Note: Dollars shown above are end-of-year projections.



Asset Replacement Outcome 2023

2023 asset replacement expenses = \$100,000

- Annual funding = \$0.2 million Street Funding Strategy + \$0.215 million existing funds
- Replaced traffic signal controller system in 2022 and 2023
- Upgrade multiple traffic signals with accessible pedestrian signal software/hardware

Note: Dollars shown above are end-of-year projections.



Grant Funded Program 2023

Grant matching revenues come from TBD, Transportation Impact Fees (TIF), developer contributions, etc.

Project Name	* TIP ID	2023	2024
1 st Street 177 th Ave to 192 nd Ave	Trans 870	\$1,800,000	\$0
137 th Avenue 49 th Street to Fourth Plain	Trans 275	\$3,000,000	\$2,000,000
Jefferson Street Realignment	Trans 531	\$0	\$3,000,000
NE 192 nd Avenue 1st Street to 18 th Street	Trans 607	\$500,000	\$0
SE 34 th Street 162 nd Avenue to 192 nd Avenue	Trans 241	\$500,000	\$0

* Project ID numbers from the 2024-2029 Transportation Improvement Program (TIP) adopted 06/26/2023

Complete Streets (new outcome in 2023)

0.01% sales tax revenues from the TBD and Business License Surcharge changes are helping to advance more complete streets work in the coming years.

Project Name	* TIP ID	2023	2024
McGillivray Boulevard Chkalov Drive to Village Loop	Trans 241	\$200,000	\$50,000
E 33 rd Street Main Street to P Street	Trans 241	\$50,000	\$50,000
E 29 th Street Kauffman to Neals	Trans 241	\$125,000	\$125,000
St. Johns/St. James 4 th Plain Boulevard to city limits	Trans 241	\$100,000	\$100,000
Heights District Redevelopment	Trans 893	\$2,500,000	\$2,500,000

* Projects are being coordinated with future pavement management work TRANS-241 from TIP adopted 6-26-2023.

Revised 2024 TBD Workplan

Project Name	* TIP ID	2024
Traffic Signal and Lighting Sustainability	Trans 237	\$200,000
Pavement Preservation Program	Trans 241	\$600,000
Pavement Reconstruction Program	Trans 421	\$1,000,000
Multimodal Safety and Accessibility	Trans 844	\$1,500,000
Neighborhood Traffic Management Program	Trans 240	\$130,000
Jefferson Street Evergreen to Mill Plain	Trans 531	\$3,000,000
NE 137 th Avenue 49 th St to Fourth Plain Blvd	Trans 275	\$2,000,000
Main Street Promise	Trans 495	\$2,000,000

Project Name	* TIP ID	2024 continued
McGillivray Blvd – Chkalov Dr to Village Loop Complete Street	Trans 241	\$50,000
E 33 rd Street Complete Street	Trans 241	\$50,000
E 29 th Street Complete Street	Trans 241	\$125,000
St. Johns/St. James Complete Street	Trans 241	\$200,000
Heights District Redevelopment	Trans 893	\$2,500,000
Fourth Plain Multiuse Path	Trans 946	\$100,000
112 th Avenue Complete Street	Trans 921	\$156,000
Total		\$11,355,000 \$11,611,000

* Project ID numbers from the 2024-2029 Transportation Improvement Program (TIP) adopted 06/26/2023

Thank You

To learn more, visit www.cityofvancouver.us/betterstreets





Staff Report: 215-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT SE 1st Street – 164th to 177th Avenues (PRJ071612), construction acceptance

Key Points

- The project features much needed safety and environmental improvements including separated mobility lanes and sidewalks, Low Impact Development (LID) stormwater facilities, and the addition of protected pedestrian crossings and signals.
- Lee Contractors LLC, of Battle Ground, Washington was awarded the contract in September 2021, began work in December 2021, and was physically complete in September 2023.
- The project had a 19% Disadvantaged Business Enterprises (DBE) goal, which the contractor exceeded.
- The project did not have an apprentice goal, because federal guidelines for grant projects do not allow for the inclusion of local agency apprenticeship programs.
- The grant funding requirement included an on-the-job training goal of 400 hours, which the contractor met.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

This project installed roadway surfacing, curbs, sidewalks, bicycle paths, storm draining, traffic signals, striping, signing, fiber optic, street lighting, and landscaping on SE 1st Street between SE 164th and SE 177th Avenues. Lee Contractors LLC, of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original contract bid amount was \$9,887,587.00. The final construction cost was \$10,627,548.39, an increase of approximately 7.0% from original bid amount. The difference between the original contract amount and final contract amount can mostly be attributed to an overrun in the total flagging hours required for the project and design revision to the City's fiber

facilities.

There was an 19% Disadvantage Business Enterprise (DBE) goal for the project. The contractor exceeded this goal, achieving 23%.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

1. Approval of the 2021-2022 budget which included the referenced project.
2. Approval of the 2022-2027 Transportation Improvement Program (TIP) – Resolution No. M-4131.
3. September 13, 2021, discussion. Decision postponed to September 20, 2021.
4. Bid Award for SE 1st Street – 164th to 177th Avenues, staff report #122A-21, September 20, 2021.

Action Requested

On December 4, 2023, accept the SE 1st Street – 164th to 177th Avenues Project as constructed by Lee Contractor LLC, of Battle Ground, Washington.

Ryan Knox, Senior Civil Engineer, 360-487-7761



Staff Report: 216-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Approval for One Year Health Insurance Stop Loss Policy with Voya

Key Points

- In 2015, the City moved from a fully insured to a self-insured health benefits program for employees in an effort to reduce rising health care costs. The City goal was to move toward a less costly “unbundled” group of services (TPA, Health network, Stop Loss Insurance) and would like to remain so in 2024.
- During 2023, the City went out to bid for Stop Loss coverage. Voya offered favorable and competitive renewal terms and was the selected bidder for the second year.
- Voya has verified in writing that coverage for the City will stay in effective into 2024 and the agreement is ready for Council approval.
- Stop loss coverage is required by the State of Washington for the City to maintain its self-insured status.

Strategic Plan Alignment

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

Present Situation

City staff worked with its broker, Davidson Benefits Planning, to seek stop loss coverage for its self-insured health benefits program. There was a significant increase in the cost of coverage from 2023 to 2024 of 44.6%, increasing the City's costs for this coverage from \$1.1 million in 2023 to \$1.6 million in 2024. The increase in the number and size of the medical and pharmaceutical claims over the last several years has been the reason for the increase. Voya was the successful bidder with competitive renewal terms, other insurance companies proposals came significantly higher for the same coverage. Council approval of the contract is needed to provide payment on the premium for the policy.

The individual deductible included in the renewed policy remains at \$275,000. There continues to be one claimant that has a higher deductible of \$475,000 due to the type of their

medical/pharmaceutical issue. The City's self-insurance covers eligible claims below that threshold. The aggregate reimbursement maximum per policy period included in the insurance is \$2 million. The stop loss insurance covers prescription coverage, as well as vision coverage.

Advantage(s)

1. Continue reduced costs from fully insured program.
2. Stop Loss protects the City in the event an employee or their dependent's health costs exceed coverage under the City's health insurance.

Disadvantage(s)

While there are no operational disadvantages to this action, the stop loss renewal costs exceed budgeted appropriation and will require additional budget authority.

Budget Impact

The cost of the stop loss insurance will be approximately \$1,600,000 for one year. This renewal came in significantly higher than was anticipated in the budget. Addition budget appropriation is included in the recommended supplemental budget to cover the cost of the contract in the 2023-2024 Budget. In future years, the additional costs of health insurance for employees will add strain to the city's overall budget.

Prior Council Review

N/A

Action Requested

Authorize the payment of premiums to Voya for Stop Loss coverage.

Lee Lofton, Deputy Human Resources Director, 360-487-8415

ATTACHMENTS:

- ▣ Voya 2024 Excess Risk Schedule
- ▣ Voya Stop Loss Insurance Renewal - signed
- ▣ Contract from 2023 in effect for 2024 as well

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

The following is a revised Excess Risk Schedule for Your Excess Risk Insurance. This Excess Risk Schedule is in effect for the period January 1, 2024 through December 31, 2024, and replaces any other Excess Risk Schedule(s) previously issued to You by Us.

Your Name: City of Vancouver

Associated Accounts: Vancouver Housing Authority

Your Group No: 73316-4

Contract Period: From January 1, 2024 Through December 31, 2024

Claim Administrator Name: Regence Blue Cross (OR)

In the event of a conflict between the terms, conditions and limitations of this Excess Risk Schedule and the Excess Risk Policy, this Excess Risk Schedule will control.

INDIVIDUAL EXCESS RISK ☒ YES ☐ NO

Washington law requires an Individual Excess Risk Deductible of at least 5% of expected claims or \$100,000, whichever is less.

BENEFITS TO BE COVERED:

☒ Medical

☒ Other (please specify) Prescription Drugs

COVERAGE PERIOD:

☐ Incurred and Paid in 12 months

☐ Incurred in 12 months and Paid in 15 months

☐ Incurred in 15 months and Paid in 12 months

☒ Incurred in 36 months and Paid in 12 months

☐ Paid in 12 months

☐ Other _____

Individual Excess Risk Deductible: \$ 275,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process:

Claimant 1 – \$ 375,000

Claimant 2 – \$ 650,000

Claims for individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage: 100%

MAXIMUM INDIVIDUAL BENEFIT:

Individual Excess Risk Lifetime Maximum: \$ Unlimited

Individual Excess Risk Annual Maximum: \$ Unlimited

Other: N/A

COVERAGE DESCRIPTION:

1. ☐ Composite (Total Number of Covered Persons)
2. ☒ Single (Covered Persons, no Dependents)
Family (Covered Persons, with Dependents)
3. ☐ Other:

Number Monthly Premium Rate

165 \$ 99.98

402 \$ 279.83

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

OPTIONAL ENDORSEMENTS:

- ☐ Individual Terminal Liability ☐ 3 months ☐ 6 months
- ☒ Individual Advanced Funding
- ☐ Individual Step-Down Deductible ☐ Kidney Failure ☐ Cancer ☐ Transplant (check all that apply)
- ☐ Aggregating Individual Deductible \$ _____ N/A (Individual Excess Risk must be elected)
- ☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)
- ☒ Plan Mirroring Coordination
- ☒ Renewal Rate Cap

AGGREGATE EXCESS RISK ☒ YES ☐ NO

Washington law requires an attachment point of at least 120% of expected claims.

BENEFITS TO BE COVERED:

- ☒ Medical ☐ Vision ☒ Prescription Drugs
- ☐ Dental ☐ Other (please specify) _____

COVERAGE PERIOD:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
- ☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 36 months and Paid in 12 months
- ☐ Paid in 12 months ☐ Other _____

COVERAGE DESCRIPTION:

	Number	Monthly Aggregate Factor	Aggregate Adjustment Corridor	Monthly Aggregate Corridor
1. ☐ COMPOSITE (Total Number of Covered Persons)				
2. ☒ OTHER:				
Single	165	\$ 796.58	125 %	\$ 995.73
Family	402	\$ 2,307.71	125 %	\$ 2,884.64

Minimum Annual Aggregate Deductible: \$ 13,503,991

Our Limit of Liability: \$ 2,000,000 per Coverage Period

Premium: \$ 5.82 per employee, per month

Group Name: City of Vancouver
Group Number: 73316-4

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

OPTIONAL ENDORSEMENTS:

- ☒ Plan Mirroring Coordination
☐ Monthly Aggregate Reimbursement
☐ Terminal Liability ☐ 3 months ☐ 6 months

COVERAGE DESCRIPTION (see above):

Aggregate Terminal Liability Factor

1. Composite:
2. Other:

Are retirees covered? ☐ Yes ☒ No
Are retirees age 65 and over covered? ☐ Yes ☒ No

Minimum Enrollment Required for Renewal of Coverage: 100 enrolled Covered Persons Covered for Medical.

Covered Persons are defined in the Employee Benefit Plan with the exception of: N/A

Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Other: N/A

Actively at Work Requirement: N/A

Premium Due Date: Aggregate Excess Risk and Individual Excess Risk are due on the first day of each policy month.

Approved for Us:

Date: October 31, 2023

By:



Group Name: City of Vancouver
Group Number: 73316-4

Stop Loss Insurance Renewal Offer

Voya Employee Benefits

Prepared for:
City of Vancouver

Effective Date
01/01/2024

Policy Number
733164

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Proposal for City of Vancouver

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2023	January 1, 2024	January 1, 2024
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 275,000	\$ 275,000	\$ 275,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Individual Advanced Funding		Included	Included	Included
Plan Mirroring Coordination		Included	Included	Included
Coverage Description	Enrollment			
Single	165	\$ 70.54	\$ 99.98	\$ 69.03
Family	402	\$ 190.83	\$ 279.83	\$ 193.20
Cost				
Estimated Monthly Costs		\$ 88,353	\$ 128,988	\$ 89,056
Estimated Annual Costs		\$ 1,060,233	\$ 1,547,860	\$ 1,068,676
% Change from Current			45.99%	.80%

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2023	January 1, 2024	January 1, 2024
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 275,000	\$ 275,000	\$ 275,000
Maximum Annual Reimbursement		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after	Paid in 12 Months and incurred Jan 01, 2022 or after
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	567	\$ 5.33	\$ 5.82	\$ 5.82
Monthly Aggregate Corridor*				
Single	165	\$ 913.24	\$ 995.73	\$ 995.73
Family	402	\$ 2,698.46	\$ 2,884.64	\$ 2,884.64
Aggregate Deductible		\$ 14,825,586	\$ 15,887,049	\$ 15,887,049
Minimum Annual Aggregate Deductible		\$ 12,601,748	\$ 13,503,992	\$ 13,503,992
Select Acceptance Choice			☒	☐

*Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.

Stop Loss Proposal for City of Vancouver

Account Assumptions

Renewal As Of Date	October 19, 2023
Renewal Good Through	November 3, 2023
Situs State	Washington
Claim Administrator	Regence Blue Cross (OR)
Network	2024-01 BlueCross BlueShield (State)

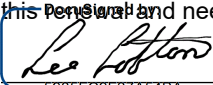
Additional Contract Specifications:

- No fully insured lives are covered.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser free renewal).
- There is no coverage for retirees.
- An Individual Adjusted Deductible is set at:

\$650,000 for Member ID # 180193559-00.

\$375,000 for Member ID # 180116158-01
- Option 2 - An Individual Adjusted Deductible is set at:
\$1,300,000 for Member ID # 180193559-00
\$375,000 for Member ID #180116158-01
- Rates are firm through 11/3/2023.

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.



Authorized Signature

10/26/2023

Date

City of Vancouver

01/01/2024

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2013 (may vary by state). Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

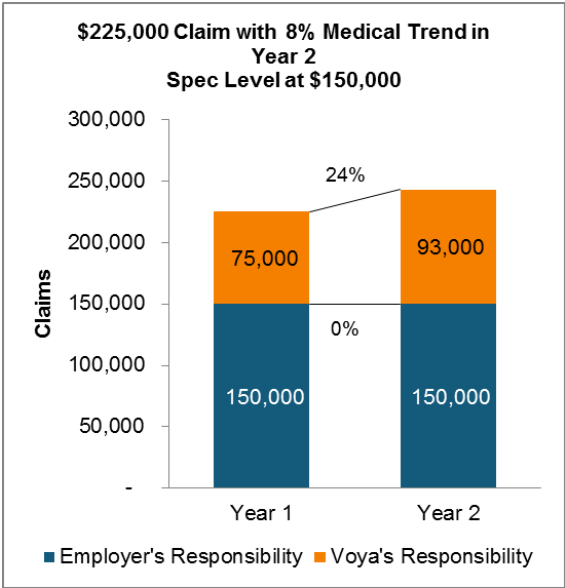
Components of medical trend include:

Plan Design	Technology	Network
Utilization Patterns	Demographics	Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Welcome to Voya Financial®

Contract Materials Enclosed

Please read your contract materials carefully.



Underwritten by ReliaStar Life Insurance Company, a member of Voya® family of companies. Home and Administrative Office: 20 Washington Avenue South, Minneapolis, MN 55401.

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

POLICY NUMBER: 733164-EXRSK
EFFECTIVE DATE: January 1, 2023
ANNIVERSARY DATE: January 1
PLAN SPONSOR: City of Vancouver

Subject to the terms, conditions and limitations of this Policy, ReliaStar Life Insurance Company ("We", "Our" or "Us") agrees to pay the benefits stated in this Policy when We receive Proof of Loss.

This Policy is issued to the Plan Sponsor ("You" or "Your") shown above in consideration of Your Excess Risk Application, the signed Disclosure Agreement and payment of premiums when due. A copy of Your Excess Risk Application and the Disclosure Agreement are attached to and form a part of this Policy. You own this Policy and have certain rights and obligations as stated in this Policy.

This Policy is effective on the Effective Date shown above. All periods of insurance will begin and end at 12:01 a.m. Central Time.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date(s) as shown on the Excess Risk Schedule.

Our obligations under this Policy are limited to the terms, conditions and limitations of this Policy. We are not a party to, responsible for, or a guarantor of, the benefits provided under the Employee Benefit Plan. We are not a Plan Administrator or Fiduciary with respect to the Employee Benefit Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

This Policy is delivered in the state of Washington and is governed by its laws.

Executed at Minneapolis, Minnesota on October 31, 2022.



President



Registrar



Secretary

This Policy Reimburses the Plan Sponsor Only
Aggregate Excess Risk Insurance
Individual Excess Risk Insurance

Noncontributory

Nonparticipating

RL-SL-POL-2013-WA

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DEFINITIONS

AGGREGATE ADJUSTMENT CORRIDOR means the Aggregate Adjustment Corridor as shown on the Excess Risk Schedule.

BENEFIT MONTH means any calendar month during which this Policy is in force.

CLAIM ADMINISTRATOR means a firm or person which has entered into a written agreement with You to pay claims for the Employee Benefit Plan and who has been approved by Us. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent. The duties of the Claim Administrator under this Policy are described in the Claim Administrator Responsibilities section of this Policy.

CONTRACT PERIOD means the time period as shown on the Excess Risk Schedule that is used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period is shown in Your Excess Risk Application. Subsequent Contract Periods are shown on a separate, subsequent Excess Risk Schedule(s).

COVERAGE PERIOD means the time period as shown on the Excess Risk Schedule.

COVERED DEPENDENT(S) means, subject to the terms, conditions and limitations of this Policy, a Covered Person's dependent who is covered by the terms of the Employee Benefit Plan. If a person becomes a dependent of a Covered Person and such dependent is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses Incurred by You on behalf of such dependent.

COVERED PERSON means a person enrolled in the Employee Benefit plan who is entitled to receive benefits under that Plan while this Policy is in force. A Covered Person includes:

- A. Legally employed covered employees of Yours;
- B. Participating COBRA beneficiaries.

COST CONTAINMENT VENDOR means a third party contracted to reduce or control the cost of services or supplies provided to Covered Persons and Covered Dependents under the Employee Benefit Plan.

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES means Eligible Aggregate Excess Risk Expenses as defined in the Aggregate Excess Risk Expenses section of the Policy if this coverage is elected by the Plan Sponsor.

ELIGIBLE EXCESS RISK EXPENSES means either Eligible Aggregate Excess Risk Expenses or Eligible Individual Excess Risk Expenses.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES means Eligible Individual Excess Risk Expenses as defined in the Individual Excess Risk Expenses section of the Policy.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Covered Persons and their eligible Covered Dependents. The benefits are described in a written Plan document. A copy of the written Plan document in effect on the Effective Date of this Policy is attached to the Excess Risk Application. Amendments to the Employee Benefit Plan will be covered by this Policy when they become effective under such plan only to the extent provided in the Material Change Provisions section of this Policy.

EXPECTED CLAIMS means the amount of claims that, in the absence of an excess risk policy or other insurance or evidence of coverage, are projected by Us to be Incurred under an employer-sponsored plan covering health care expenses.

MEDICALLY NECESSARY means any services or supplies provided for the diagnosis and treatment of a specific illness or injury which are:

- A. Ordered or recommended by a licensed doctor, dentist, or other medical practitioner who is practicing within the scope of his or her license; and
- B. Required for the treatment or management of a medical condition or symptom; and
- C. the most appropriate supply or level of service to provide safe and adequate care under the Employee Benefit Plan; and
- D. Provided in accordance with approved and generally accepted medical or surgical practice; and
- E. Not for the convenience of You, a Covered Person or a Covered Dependent covered under the Employee Benefit Plan, or a Covered Person's or Covered Dependent's doctor or other provider.

Services and supplies will not automatically be considered Medically Necessary solely because a doctor ordered them.

DEFINITIONS

EXPERIMENTAL OR INVESTIGATIONAL means, for the purpose of determining Eligible Excess Risk Expenses under this Policy, a treatment, device, or drug other than covered off-label drug use that:

- A. Is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the treatment, device or drug for the particular condition at the time the treatment, device or drug is provided; or
- B. Is provided as part of an ongoing Phase I or II clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA. In the event that an FDA approved drug or device is used for a particular condition during an ongoing Phase I or II clinical trial, and one or more other drugs or devices not FDA approved for such trial are also used, then all FDA approved and FDA non-approved drugs or devices shall be considered experimental or investigational; or
- C. Is documented in published U.S. peer-reviewed medical literature stating that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the treatment, device or drug; or
- D. Is any treatment, device, drug or hospital confinement that arises from, relates to, or is provided in connection with the Experimental or Investigational treatment or drug whether or not the treatment, drug or hospital confinement, on their own, are considered standard of care or Medically Necessary.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Person or a Covered Dependent under the Employee Benefit Plan.

INDEPENDENT REVIEW ORGANIZATION means the organization for external review as required under the Patient Protection and Affordable Care Act and as utilized by the Employee Benefit Plan.

INDIVIDUAL ADJUSTED DEDUCTIBLE means either a Covered Person or Covered Dependent whose expenses are excluded under the Policy or an amount applied to Covered Persons or Covered Dependents identified on the Excess Risk Schedule for the Coverage Period who have a deductible separate from the Individual Excess Risk Deductible under the Policy.

MANAGED CARE NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any Managed Care Network offered by You.

DEFINITIONS

MONTHLY AGGREGATE CORRIDOR means the Monthly Aggregate Factor multiplied by the Aggregate Adjustment Corridor, as shown on the Excess Risk Schedule.

MONTHLY AGGREGATE FACTOR means the amount of Expected Claims per month per Covered Person. The initial Monthly Aggregate Factor(s) is/are as shown on the Excess Risk Schedule. We will re-determine the Monthly Aggregate Factor on each anniversary of the Effective Date of Your coverage under this Policy and on the effective date of each Material Change to the Employee Benefit Plan.

PAID means the latest of the following dates:

- A. The covered expense is approved by You according to the terms of the Employee Benefit Plan; and
- B. The draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Plan Sponsor to the Covered Person or his or her assignee;
- C. Sufficient funds are on deposit on the date the check, draft or electronic transfer is issued to permit the check, draft or electronic transfer to be honored.

PLAN SPONSOR means You, the organization, shown on the face page of this Policy, who is described in the Excess Risk Application and who is approved for coverage by Us under this Policy.

PRESCRIPTION DRUG PLAN means either a benefit provision of the Employee Benefit Plan or a separate employee benefit plan maintained by You, under which prescription drug expenses are Paid independently of other medical expenses.

PROOF OF LOSS means Proof of Loss as defined in the Premium and Claims Provisions section of this Policy.

USUAL AND CUSTOMARY means the usual and customary charge for the locality where the expenses are Incurred.

WORKERS' COMPENSATION means benefit payments to any eligible Covered Person or Covered Dependents as required by state law for accidents or occupational disease arising out of, or in connection with, the Covered Person's or Covered Dependent's employment.

INDIVIDUAL EXCESS RISK INSURANCE

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those claims Incurred and Paid within the Coverage Period shown on the Excess Risk Schedule.. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan, Medically Necessary, and covered under the terms of this Policy. The Coverage Period and rates for Excess Risk Insurance are shown on the Excess Risk Schedule. A separate Excess Risk Schedule applies to each Coverage Period. Eligible Individual Excess Risk Expenses are the benefits which Our audit has determined to be properly payable by You. Such benefits must be Paid during the Coverage Period to or on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. However, such expenses are subject to both the Exclusions section of this Policy and the Excess Risk Schedule. Our Claim Audit procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Individual Excess Risk Expenses only if Prescription Drugs are shown on the Excess Risk Schedule..

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Person or Covered Dependent has exceeded the Individual Excess Risk Deductible during the Coverage Period shown on the Excess Risk Schedule, subject to all of the terms, conditions and limitations of this Policy. Upon Our acceptance and approval of Proof of Loss, We will pay benefits to You for Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible shown on the Excess Risk Schedule for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in effect;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to the Maximum Individual Benefit, if any, shown on the Excess Risk Schedule and shall be equal to the product of:

- A. The Benefit Percentage, multiplied by
- B. The amount of eligible benefits Paid to or on behalf of a Covered Person or a Covered Dependent under the Employee Benefit Plan during the Coverage Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Coverage Period are shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent Us as the insurer of benefits provided by the Employee Benefit Plan.

AGGREGATE EXCESS RISK INSURANCE

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES

Eligible Aggregate Excess Risk Expenses are claims Incurred and Paid within the Coverage Period as shown on the Excess Risk Schedule. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan, Medically Necessary, and covered under the terms of this Policy. The Monthly Aggregate Factor and claims basis for Excess Risk insurance apply to the Coverage Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Coverage Period. Eligible Aggregate Excess Risk Expenses are benefits which Our audit has determined to be properly Paid by the Plan Sponsor. Such expenses must be Paid on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. These expenses are subject to all of the terms, conditions and limitations of this Policy, including the Exclusions and Limitations section of this Policy and the Excess Risk Schedule. Our claim Audit Procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Aggregate Excess Risk Expenses only if Prescription Drugs are included on the Excess Risk Schedule and Excess Risk Application.

Eligible Aggregate Excess Risk Expenses do not include:

- A. Benefits payable under any Individual Excess Risk or Excess Risk Insurance issued to You by Us or any other insurer; or
- B. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible; or
- C. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible amount for expenses Incurred by any Covered Person or Covered Dependent who is subject to the Individual Adjusted Deductible.
- D. Any other benefits Paid by any other entity providing the same or similar coverage as the Employee Benefit Plan during the Coverage Period.

WHEN BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid after the end of the Coverage Period if the deductible described below is satisfied, subject to all terms, conditions and limitations of this Policy. Upon acceptance of Proof of Loss, We will pay benefits to You for Eligible Aggregate Excess Risk Expenses that exceed the Annual Aggregate Excess Risk Deductible for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in force;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Aggregate Excess Risk benefit payable is the amount of Eligible Aggregate Excess Risk Expenses Paid which exceeds the Annual Aggregate Excess Risk Deductible for the Coverage Period. In no event will We pay more than Our Limit of Liability as shown on the Excess Risk Schedule under "Aggregate Excess Risk".

ANNUAL AGGREGATE EXCESS RISK DEDUCTIBLE

The Annual Aggregate Excess Risk Deductible for a Coverage Period will be the greatest of:

- A. An amount equal to the sum of 12 monthly amounts for the Contract Period where such monthly amount is equal the Monthly Aggregate Corridor, multiplied by the number of Covered Persons covered under the Employee Benefit Plan on the first day of each month of the Contract Period. If the Contract Period is less than 12 months, the sum of monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. If the number of Covered Persons decreases, the decrease in the number of Covered Persons may not be reduced by more than 5% of the previous month's Covered Persons. During any period in which any of Your employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Persons will remain at the same level as for the month before the disruption began.

AGGREGATE EXCESS RISK INSURANCE

If this Policy terminates during a Contract Period, the deductible will be based on a Contract Period of 12 full months. The Monthly Aggregate Corridor, multiplied by the sum of the monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. Calculation of the deductible in this manner will not affect the termination of Aggregate Excess Risk benefits on the date this Policy actually terminates; or

- B. The Monthly Aggregate Corridor multiplied by 100 multiplied by 12; or
- C. The Monthly Aggregate Corridor, as shown on the Excess Risk Schedule for renewal, multiplied by 85% of the number of Covered Persons under the Employee Benefit Plan at the beginning of the eleventh month of the prior Contract Period, multiplied by 12; or
- D. The Minimum Annual Aggregate Deductible shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent that We are the insurer of benefits provided by the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. Any portion of an expense which You are not obligated to pay under the Employee Benefit Plan, or which is reimbursable to You pursuant to or because:
 - 1. Another group health benefit program; or
 - 2. The Covered Person or Covered Dependent is covered under, or eligible for, Medicare, the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute; or
 - 3. Any coordination of benefits or non-duplication of benefits provision of the Employee Benefit Plan;
- B. Benefits Paid under the Employee Benefit Plan which are in excess of Usual and Customary charges;
- C. Expenses associated with the administration of the Employee Benefit Plan including, but not limited to, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the Reimbursement of Certain Fees provision;
- D. Expenses Paid by You or the Claim Administrator relating to any litigation concerning the Employee Benefit Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages;
- E. Benefits Paid for expenses Incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury;
- F. Expenses which are Experimental or Investigational; and
- G. Benefits Paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent Disclosure Agreement.

MATERIAL CHANGE PROVISIONS

MATERIAL CHANGE: You must give Us written notice within 31 days of any Material Change to the Employee Benefit Plan which in Our reasonable judgment may have a material adverse financial, economic or other effect on Our liability under this Policy. **Failure to provide such notice could result in termination of this Policy or denial of benefits payable on behalf of a Covered Person or Covered Dependent.** Notice must be provided to:

Reliastar Life Insurance Company
20 Washington Avenue South
Route 5499
Underwriting Department
Minneapolis, MN 55401

A Material Change includes, but is not limited to, a change to, or of, any of the following:

- A. The information disclosed by You upon which Our assessment of risk was based;
- B. The Employee Benefit Plan;
- C. The Claim Administrator or Managed Care Network;
- D. An increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan;
- E. The insolvency or inability to pay obligations of You or the Employee Benefit Plan; or
- F. A merger, acquisition or similar transaction involving You or any of Your affiliates or subsidiaries.

If You amend the Employee Benefit Plan or change Your business so as to result in a material adverse financial, economic or other effect on Our liability or risk under this Policy, We will have the right to (i) recalculate Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy. If We elect to continue this Policy, the new Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by Us.

EMPLOYEE BENEFIT PLAN AMENDMENTS: You must give Us written notice of any amendment to the Employee Benefit Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to Your Monthly Aggregate Factor(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If We do not receive notice from You prior to the effective date of the Plan amendment, We will determine if benefits are payable based on Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

PREMIUM AND CLAIM PROVISIONS

PAYMENT OF PREMIUMS: You must pay the premium for this Policy to Us on or before the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD: A Grace Period of 45 calendar days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will terminate as of the last date for which premium was paid. We may deduct the amount of any premium due for a Grace Period from any benefit We may owe You under this Policy.

PREMIUM RATES: The initial premium rates are stated in the Excess Risk Schedule. We may change the premium rates:

- A. Whenever You amend or materially change the Employee Benefit Plan; or
- B. When this Policy is amended; or
- C. On any Premium Due Date after the first Contract Period.

PREMIUM DATA: You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

- A. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description on the Excess Risk Schedule; and
- B. The amount of premium paid.

You acknowledge and understand that We use such premium data reports solely to process premium. Such premium data reports do not replace any report required, or which may be required, under the Reporting Requirements provision of this Policy.

PROOF OF LOSS: You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim within 180 calendar days after the end of the Coverage Period. We may deny any claim(s) received after the end of the 180 calendar day period. However, any claim that is either submitted, or that remains incomplete, more than 180 days after the termination of this Policy will be denied.

PAYMENT OF CLAIMS: All benefits payable under this Policy will be paid to You and to no one else.

REPORTING REQUIREMENTS: You are required to provide periodic reports to Us as described below.

For Individual Excess Risk benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Individual Excess Risk Expenses Paid by You for a Covered Person or Covered Dependent equals or exceeds 50% of the Individual Excess Risk Deductible, or has the potential to exceed 50% of the Individual Excess Risk Deductible. Your failure to provide prompt notice may result in an adjustment of any Individual Excess Risk benefits payable to You, if any, to reflect any savings We could have obtained had prompt notice been given. Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

You or the Claim Administrator are required to provide Us with notice of any potential Individual Eligible Excess Risk claim within 31 days of the date:

- A. Covered Person's or Covered Dependent's Eligible Incurred Expenses exceed 50% of the Individual Excess Risk Deductible; or
- B. You or the Claim Administrator or Your medical management, utilization review, Prescription Drug Plan, precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person or Covered Dependent has been diagnosed with, or treated for, a catastrophic condition which, if Paid, would result in an Eligible Expense under this Policy that would equal or exceed 50% of the Individual Excess Risk Deductible.

PREMIUM AND CLAIM PROVISIONS

For Aggregate Excess Risk benefit reporting, You or the Claim Administrator are required to provide Us with a monthly report that lists:

- A. The total amount of Eligible Aggregate Excess Risk Expenses Incurred within the Coverage Period by any Covered Person or Covered Dependent and Paid by or on behalf of You during that Benefit Month; and
- B. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description as shown on the Excess Risk Schedule. The Aggregate Benefit Report must be provided to Us within 31 days after the end of each Benefit Month.

TERMINATION AND RENEWAL PROVISIONS

POLICY TERMINATION: This Policy will terminate on the earliest of the following circumstances:

- A. If You fail to pay the required premium by the end of the Grace Period, this Policy will terminate in accordance with the Premiums provision of this Policy.
- B. If the Employee Benefit Plan terminates, this Policy will terminate on the date the Employee Benefit Plan terminates.
- C. If You fail to maintain a minimum of 100 Covered Persons covered under the Employee Benefit Plan at any time during the Contract Period, We may elect to terminate this Policy at the end of the first month during which there are less than 100 enrolled Covered Persons.
- D. This Policy will terminate at the end of the Contract Period unless You and We agree in writing to renew this Policy.
- E. If You or the Claim Administrator fail to satisfy any of its obligations under this Policy, We reserve the right to terminate this Policy by giving You 60 days advance written notice.
- F. We may terminate this Policy at the end of the Contract Period by providing You 45 days advance written notice.

We will not refund any portion of the premium paid by You if this Policy terminates during a Contract Period.

If this Policy terminates prior to the end of the Contract Period, the Contract Period will be revised to end on the date of the effective date of the termination of the Policy and any specified number of months of the Coverage Period as shown on the Excess Risk Schedule will be reduced by the number of months by which the original Contract Period was shortened.

REQUIREMENTS TO RENEW COVERAGE: If this Policy terminates, You may request that it be renewed. This Policy may not be renewed unless We approve Your request for renewal and all of the following conditions are satisfied:

- A. The number of Covered Persons enrolled in the Employee Benefit Plan must equal or exceed the minimum enrollment shown on the Excess Risk Schedule;
- B. You must furnish Us with information showing monthly Paid claims and enrollment data, organized by covered benefit;
- C. You must furnish Us with large claim information, including amount and diagnosis for any Covered Person or Covered Dependent, pursuant to the terms of the Disclosure Agreement;
- D. You must furnish Us with a census of all Covered Persons and Covered Dependents;
- E. You must furnish Us with a summary of the number of Covered Persons by residence zip code; and
- F. You must furnish Us with a summary report of Your Managed Care Networks(s), setting forth the average hospital discounts per day.

Our approval to renew the Policy may be subject to terms, conditions and limitations. If we renew this Policy, We will furnish You with a revised Excess Risk Schedule.

GENERAL PROVISIONS

NON-PARTICIPATING: This Policy does not pay a dividend and shall not be entitled to share in Our surplus earnings.

ENTIRE CONTRACT: The entire contract between You and Us consists of:

- A. The Policy;
- B. Your Excess Risk Application (a copy of which is attached to this Policy when issued);
- C. The Excess Risk Schedule;
- D. The signed Disclosure Agreement (a copy of which is attached to this Policy when issued); and
- E. Any Endorsements included with and made part of this Policy.

All statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Excess Risk Application or Disclosure Agreement and is signed by You or is attached to this Policy.

MISREPRESENTATION: If:

- A. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
- B. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy, then, in such event:

We reserve the right to deny any such claim, rescind this Policy or to revise the premium rates, deductibles, and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

LEGAL ACTION: Legal action may not be taken to receive benefits until 60 days after the date Proof of Loss is received in accordance with the terms of this Policy. Legal action must be taken within 3 years after the date Proof of Loss is submitted.

This Policy is deemed made in the state in which it was delivered, as shown on the face page of this Policy. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

ASSIGNMENT: You may not assign, pledge or transfer, in whole or in part, this Policy or any interest therein or any benefits payable hereunder without Our prior written consent. Any such action will be void and of no effect.

CLERICAL ERROR: No clerical error, whether made by You, the Claim Administrator, or Us, that relates to recordkeeping, reporting, payment of benefits or premiums, will invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums or benefits will be made. In the event that claims data and/or enrollment information furnished to Us is missing or incorrect, We have the right to recalculate the Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

A clerical error is a mistake in performing a clerical function, such as typing, but does not include Your acts or Your failure to comply with the provisions of the Employee Benefit Plan or this Policy. This paragraph shall not be construed in any way to impair Our rights under the Misrepresentation provision of this Policy.

POLICY AMENDMENTS/CHANGES: We may amend this Policy on any renewal date. No change in this Policy is valid unless it is approved and signed by one of Our designated corporate officers or an Assistant Secretary. Insurance producers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

YOUR BANKRUPTCY OR INSOLVENCY: Eligible Excess Risk Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy.

GENERAL PROVISIONS

We will make such payments only if You have paid all required premiums and have Paid all eligible expenses under the Employee Benefit Plan, and have complied with all Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

INDEMNIFICATION: You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney's fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person, Covered Dependent, or a provider of services to a Covered Person or a Covered Dependent.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on the Effective Date of this Policy, conflicts with any law of the state where this Policy is delivered, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

REIMBURSEMENT: Your rights under the Employee Benefit Plan to recover sums Paid during the Coverage Period on behalf of a Covered Person or Covered Dependent, are assigned by You to Us to the extent of any benefits paid under this Policy. You agree to promptly recover such sums, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. Any recovery, whether by settlement, judgment, or otherwise, shall be treated as a reduction of Eligible Excess Risk Expenses by You for the Coverage Period during which it was reported and We shall be entitled to receive full reimbursement to the extent of benefits paid under this Policy.

REINSTATEMENT: If this Policy is terminated for non-payment of premium, We reserve the right to reinstate it as of the date it terminated upon payment of all outstanding premium. You must furnish all information requested by Us before We will consider reinstating this Policy. Reinstatement may be subject to terms, conditions and limitations.

NO THIRD PARTY BENEFICIARY: The Policy is issued by Us to You, and to no one else. The provisions of this Policy are not intended to confer any benefits upon any person or entity other than You, and no person or entity is an intended third party beneficiary of this Policy.

PREPARATION OF POLICY: Because You and We are both sophisticated entities, in the event of an ambiguity in or dispute regarding the interpretation of this Policy, interpretation of this Policy shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and both You and We expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Policy, the Policy will be interpreted as if both You and Us had fully participated in the negotiation and preparation of this Policy.

MISCELLANEOUS PROVISIONS

REIMBURSEMENT OF CERTAIN FEES: Eligible Excess Risk Expenses will also include the following fees Incurred and Paid by the Plan Sponsor, if approved **in advance** of claim by Us:

- A. Hospital bill audits;
- B. Access to non-directed provider networks;
- C. Negotiation of out-of-network bills; and
- D. Cost Containment Vendors.

Such fees shall be considered Eligible Excess Risk Expenses only if You can demonstrate to Us that the services that generated the fees resulted in a cost savings to the Employee Benefit Plan and Us. If You can demonstrate such a cost savings, We will consider such fee an Eligible Excess Risk Expense, up to 25% of such cost savings per Covered Person or Covered Dependent.

STATE ASSESSMENT LOADS: State and Federal laws may assess excess risk insurance carriers based on the number of that state's residents who are covered under excess risk policies. We shall have the right to increase premium rates to cover expected state assessment costs, based on the most current applicable assessment rates.

STATE HEALTH CARE SURCHARGES: If You pay a state health care surcharge in connection with the payment of Eligible Excess Risk Expenses, the health care surcharge shall be considered an Eligible Excess Risk Expense provided that the charges were submitted and duly noted as such. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Excess Risk Expenses.

INDEPENDENT REVIEW ORGANIZATION EXTENDED BENEFIT: In the event Eligible Excess Risk Expenses are Paid for a Covered Person or Covered Dependent due to a reversal by an Independent Review Organization of a previous denial of such expenses, and such covered expenses are then Paid after the Coverage Period, the Coverage Period to pay such expenses will be extended for a period not to exceed 12 months. We will consider the date the claim was denied as the "Paid" date under this Policy, provided:

- A. Such expenses are not eligible under any other coverage; and
- B. Such expenses are otherwise payable under the terms of this Policy.

When Eligible Excess Risk Expenses are Paid pursuant to the terms, conditions and limitations of this Independent Review Organization Extended Benefit, such expenses will relate back to the Coverage Period in which they were Incurred and will be excluded from any other Coverage Period.

If You terminate this Policy for any reason prior to 12 months following the Effective Date shown on the Excess Risk Schedule, this provision will not apply.

CLAIM ADMINISTRATOR RESPONSIBILITIES: The Claim Administrator acts on Your behalf of and as Your agent. If claims are Paid by a Claim Administrator, We may require that You provide Us with any information possessed by the Claim Administrator that will assist Us in administering this Policy.

For Individual Excess Risk Insurance this includes but is not limited to:

- A. When expenses, Paid and/or pending, for a Covered Person or Covered Dependent exceed 50% of the Individual Excess Risk Deductible;
- B. Notification, regardless of the deductible amount, of any potential or planned organ transplant;
- C. Claim or claim report for any Covered Person or Covered Dependent who exceeds the Individual Excess Risk Deductible applicable to such Covered Person or Covered Dependent;
- D. Transplant contracts, case management notes, and any other documentation that may be needed in order for Us to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claim Administrator a written statement from the Claim Administrator providing the substance of the requested items may be accepted

Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

MISCELLANEOUS PROVISIONS

If Aggregate Excess Risk Insurance is included, Claim Administrator's Responsibilities also include, but are not limited to, submitting a monthly report to Us in a format acceptable to Us showing the total amount of claims Paid and enrollment numbers.

You are solely responsible for the actions of the Employee Benefit Plan administrator, the Claim Administrator, and any other agent of Yours. The Claim Administrator acts on Your behalf, and not on Our behalf. The Claim Administrator is not Our agent. We are not responsible for any compensation owed to, or claims by, the Administrator or other insurance producers for services provided to, or on behalf of, You or the Employee Benefit Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

CLAIM AUDIT: We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Employee Benefit Plan. We have the right to audit all claims with respect to Eligible Excess Risk Expenses Paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

INDIVIDUAL ADVANCED FUNDING ENDORSEMENT

At Your written request, We will advance Our payment of Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible ("Advance Funding") provided all of the following conditions are met:

- A. The Individual Excess Risk Deductible for a Covered Person or Covered Dependent has been met;
- B. Claims submitted for Individual Advanced Funding must be determined By Us to (i) have been reviewed and fully approved by the Claim Administrator and (ii) be ready for payment;
- C. Each request for Individual Advanced Funding must total more than \$ 20,000 per Covered Person or Covered Dependent;
- D. This Endorsement will not apply during the last month of the Coverage Period.
- E. Any remaining Individual Advanced Funding funds that are not used by You to pay eligible expenses due to any type of discounting, rebating or other type of claim reduction or refund, must be repaid by You to Us within 10 business days after payment of such Eligible Individual Excess Risk Expenses;
- F. We have the right to confirm, with providers, the Claim Administrator, or other claim administrators, the amount and the fact that payments have been made for which Advanced Funding has been requested;
- G. You or the Claim Administrator agree to immediately pay the eligible expenses to the provider of services upon Our determination of Our liability for the Individual Excess Risk claim and notification to You or to the Claim Administrator;
- H. If We request, You agree to send Us copies of proof of payment of eligible expenses; and
- I. Premium must be paid through the month in which the claim was submitted.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.


Secretary

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

PLAN MIRRORING COORDINATION ENDORSEMENT

Upon receipt of Proof of Loss acceptable to Us, We will reimburse You for payments of Eligible Excess Risk Expenses under Your Employee Benefit Plan that are:

- A. Paid according to the terms of Your Employee Benefit Plan; and
- B. Incurred and Paid during the Coverage Period shown on Your current Excess Risk Schedule.

The expenses Paid by You shall be considered Eligible Excess Risk Expenses, but will be subject to the exclusions A, C, D, E and G of the Exclusions and Limitations section of the Excess Risk Policy.

All other terms, conditions, and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.


Secretary

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota, 55440

RENEWAL RATE CAP ENDORSEMENT

If the Excess Risk Policy is renewed, We guarantee that Your Individual Excess Risk premium rate will not be increased more than 50% over the Monthly Premium Rate shown on the Excess Risk Schedule, provided that:

- A. The Employee Benefit Plan contains no changes that materially alter the risk under Your current Excess Risk Policy issued by Us;
- B. The renewal Excess Risk Policy contains no Material Changes from the current Policy, including, but not limited to, changes to: (i) the length of the Contract Period, (ii) Eligible Excess Risk Expenses, (iii) coverage for retirees, (iv) the Individual Excess Risk Deductible, (v) the Coverage Period, (vi) the Benefit Percentage, (vi) the commission payable, (vii) the Plan Sponsor's Claim Administrator, or (viii) Managed Care Networks, or (ix) the Individual Excess Risk Annual Maximum;
- C. There are no Material Changes between the demographic distribution of the group covered under the Your current Excess Risk Policy and the group covered under the renewal Excess Risk Policy;
- D. No new unit, division, subsidiary, affiliated company or class of Covered Persons or Covered Dependents is added to this Excess Risk Policy; and
- E. There is no change in any assessment or tax levied against Us by the state in which this Excess Risk Policy was delivered.

We reserve the right to determine whether any of the changes described in clauses (A) through (E) above constitute a Material Change. If We determine that any change is material, the Renewal Rate cap will be adjusted by Us accordingly.

After the initial two Contract Periods, We reserve the right to revise the deductibles and any other terms, conditions and limitations of this Policy.

Upon renewal, We will not apply any new Individual Adjusted Deductible unless requested to do so in writing by You.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.


Secretary

Privacy Notice



FACTS WHAT DOES VOYA FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balance • Assets and transaction or loss history • Investment experience and employment information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Voya chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Voya share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, detect and prevent fraud, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• Call our toll-free number (855) 685-9519 – our menu will prompt you through your choice Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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Questions?	Call the telephone number listed on your statements and other correspondence or go to http://voya.com/contact-us
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Privacy Notice

Page 2

Who we are	
Who is providing this notice?	This notice is provided by certain companies owned by Voya Financial, Inc. A list of these companies is provided at the end of this notice.
What do we do	
How does Voya protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Voya collect my personal information?	We collect your personal information, for example, when you • open an account or give us your contact information • apply for insurance or seek advice about your investments • tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with the Voya name; financial companies such as Voya Retirement Insurance and Annuity Company; and nonfinancial companies such as Voya Services Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Voya does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Voya does not jointly market.

Other important information
If you live in California or Vermont, we will obtain your affirmative consent to share your personal information with nonaffiliates who do not currently assist us in servicing your account or conducting our business. If you are a participant in a retirement plan sponsored by your current or former employer, our contract with your plan sponsor may contain additional restrictions on the use or sharing of your personal information.

Voya affiliates
This notice is provided by: Directed Services LLC; Midwestern United Life Insurance Company; ReliaStar Life Insurance Company; ReliaStar Life Insurance Company of New York; Security Life Assignment Corp.; Security Life of Denver Insurance Company; Voya America Equities, Inc.; Voya Capital Corporation, LLC; Voya Financial, Inc.; Voya Financial Partners, LLC; Voya funds; Voya Funds Services, LLC; Voya Institutional Plan Services, LLC; Voya Institutional Trust Company; Voya Insurance and Annuity Company; Voya Investments, LLC; Voya Investments Distributor, LLC; Voya Retirement Advisors, LLC; Voya Retirement Insurance and Annuity Company



Staff Report: 217-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Thrive 2 Survive Service Provider Contract for Safe Park

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, absent an adequate alternative (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping" have been made to implement a Safe Park Program.
- Continued operation of the Safe Park increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors and responds to the recent emergency declaration on homelessness.
- Thrive 2 Survive will manage and provide supportive services at Safe Park.
- City staff is requesting Council approve service provider contract.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. Currently, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live unsheltered on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by living unsheltered. Single females living without adequate shelter experience disproportionately high incidents of violent crime as compared to others. Families with children who lack adequate shelter are also disproportionately adversely impacted.

through risk of physical danger and impediments to childhood education. Individuals and families living in vehicles on public rights of way are required to move their vehicles frequently to avoid being ticketed and/or having their vehicles towed, leaving them with no sense of shelter at all.

To reduce the negative impacts of unsheltered homelessness and provide for greater safety, stability, and a space for individuals in vehicles to quarantining/isolate during the pandemic, the City of Vancouver established a Safe Parking program in the Vancouver mall parking lot in April of 2020, as a COVID response. In June of 2020, C-Tran allowed the Safe Parking program to move to the unutilized Evergreen Transit Center in East Vancouver. During the pandemic, Safe Park was overseen by Vancouver Parks and Rec and staffed with contracted temporary employees during the day and security officers overnight. In 2021, Safe Park oversight was transitioned to Vancouver's Homeless Response Manager and Council adopted Vancouver's Homeless Response Plan, which included extending the operations of Safe Park beyond the COVID-19 emergency to meet the continuing need for safe places for families and individuals living in vehicles to park as an alternative to living on City right of way.

While Safe Park has accomplished the goal of providing greater safety and stability for households living in vehicles, it has not shown the same level of successful exits to housing as our Safe Stay Communities. This is partially because we were only able to connect the program to HMIS this year for data collection and service tracking purposes, and partially because the program has not had a dedicated operator with adequate staffing to assist participants with system navigation, barrier reduction, and transitioning from homelessness.

A request for Proposals (RFP 60-23) for a Safe Park Service Provider was issued on August 16, 2023. The City received one proposal, Thrive2Survive. The evaluation committee reviewed and confirmed Thrive2Survive is capable of providing these services.

To ensure Safe Park participants have greater access to consistent support and services to assist with transitioning from homelessness to housing, staff is recommending approval of the professional services agreement with Thrive 2 Survive for management and operation of the Safe Park program at the Evergreen Transit Center.

In alignment with operations of our Safe Stay Communities, Thrive 2 Survive will work to:

- ensure safety and sanitation within and immediately surrounding the Safe Parking site;
- assist Safe Park residents with reducing barriers, obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation;
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst Safe Park residents.

Advantage(s)

1. Thrive 2 Survive is a mostly Peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Thrive 2 Survive is an existing organization who provides outreach, resource fairs, hot meals, clothing and community-building events.

3. Safe Park serves as a temporary bridge while more permanent housing and shelter options are implemented and is one of few resources available for Vancouver law enforcement to directly refer into.
4. Having a dedicated and experienced site operator will help increase exits from Safe Park to housing and other positive outcomes.
5. Increased throughput at Safe Park will reduce the number of households living in vehicles on public right of way and some of the negative environmental impacts associated with unsheltered homelessness.

Disadvantage(s)

None at this time.

Budget Impact

The budget was submitted to the fall supplemental for approval.

Prior Council Review

None

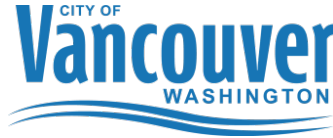
Action Requested

Authorize the City Manager or designee to execute a Professional Services Agreement between the City of Vancouver and Thrive--Survive for management and operation of Safe Park program for \$809,473.89 for the first year of service.

Jamie Spinelli, Homeless Response Manager, 360-487-8610

ATTACHMENTS:

- ▢ Contract and Budget



CITY OF VANCOUVER
SAFE PARKING SERVICE PROVIDER SERVICES AGREEMENT
No. C-101457

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Thrive2Survive (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 60-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor will take over operations of the Safe Parking site located at the C-Tran Evergreen Transit Center. Contractor will also develop and implement a Safe Parking program to be utilized as a safer, more stable, and supportive alternative to Right-of-Way for individuals living in vehicles, RVs, campers/trailers in our community.

The Contractor will be responsible to do the following:

1. Manage the site and day-to-day operations of the Safe Park site.
2. Amending a base Code of Conduct with the Safe Park residents to meet their needs while still meeting community expectations about the site.
3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules.
4. Coordinate with the Homeless Assistance and Resources Team (HART), VPD, and community partners regarding referrals into the Safe Park.
5. Register and track clients in the Homeless Management Information System.
6. Participate in Homeless Crisis Response System coordination meetings.
7. Assist clients with housing navigation services as a pathway to permanent housing.
8. Provide strengths-based and trauma informed support and engagement to individuals in Safe Park community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits, literacy training, medical, dental care, pet care etc.
9. Manage snacks and develop and enforce policy on receiving food from outside people/agencies.
10. Monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
11. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$809,473.89 USD.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation

may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on December 1, 2023 and continue until November 30, 2028. City Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

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

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

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Charles Hanset

Thrive2Survive

PO Box 1455

Vancouver, WA 98668

Email: charles@t2sdrive.com

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

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

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

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

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

- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

24. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Thrive2Survive

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT "A":

Payment Rates

Safe Park Budget							
Personnel Details							
	Hourly Rate	FTE	PTE	Annual	Medical Benefits/401K	Payroll Taxes	Total Cost
Director	\$45.00	-	2.0	\$93,600.00	\$20,016.00	\$20,932.00	\$114,532.00
Lead Staff	\$29.00	1.0	-	\$55,680.00	\$10,008.00	\$6,681.60	\$62,361.60
Peer Support-Day	\$26.00	4.0	-	\$199,680.00	\$24,000.00	\$52,640.00	\$232,377.60
Peer Support-Swing	\$26.00	2.0	-	\$99,840.00	\$12,000.00	\$22,809.00	\$116,188.80
Graveyard staff	\$27.00	2.0	-	\$103,680.00	\$12,000.00	\$24,023.00	\$139,703.00
Total		9.0	2.0	\$552,480.00	\$78,024.00	\$127,085.60	\$665,163.00
Total buget expenses							
Staff/security	\$665,163.00						
Garbage clean up crew supplies	\$12,000.00						
Property needs (canopies,tables,chairs, event supplies)	\$7,000.00						
Food costs for residents	\$7,200.00						
Client stability- Bus passes, auto parts, gas cards	\$20,000.00						
Technology (internet/laptops/walkie talkie/cell phone)	\$8,000.00						
Trainings/education	\$4,000.00						
10% indirect/admin cost	\$66,516.00						
3% cost of living increase 1/2024	\$19,594.89						
Total	\$809,473.89						



Staff Report: 218-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Update to 2024 Affordable Housing Fund Admin Plan

Key Points

- The City Council approved the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan on September 19, 2022, detailing the eligible uses and program goals of \$100 million generated by the AHF funding levy from January 1, 2024, to December 31, 2033.
- The Economic Prosperity & Housing department is proposing changes to the AHF Admin and Financial Plan. Changes include raising the AMI limit for homeownership projects from 60% to 80% and increasing the per-unit maximum award from \$50,000 to \$75,000.
- Additionally changes include requiring services' cost to be included in gross rent, ensuring compliance with maximum rent limits.
- Proposed updates to the AHF Admin Plan aim to enhance feasibility of homeownership projects and provide clarity on gross rent requirements.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

On September 19, 2022, Council approved the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan that details the implementation of the \$100 million generated by the AHF funding levy from January 1, 2024, through December 31, 2033. The AHF Admin Plan allows for updates pending review and approval by City Council.

The Economic Prosperity & Housing department is proposing changes to the income limits and per-unit maximum awards for homeownership projects and the guidelines for gross rents for rental housing projects. The changes are aimed at enhancing the feasibility of homeownership projects and providing clarity on gross rent requirements. The following updates are proposed:

- AMI Limit for Homeownership Projects:
 - Previous Limit: 60% AMI
 - Updated Limit: 80% AMI
- Per-Unit Maximum Award for Homeownership Projects:
 - Previous Award Limit: \$50,000
 - Updated Award Limit: \$75,000
- Inclusion of Required Services in Gross Rent:
 - The cost of services mandated as a condition of occupancy, even if offered by building owners as per federal or state law, must now be factored into gross rent. This nonoptional fee should be clearly stated in the income certification and lease agreement/addendum. Additionally, it must ensure that the unit remains within the applicable maximum rent limit.

The purpose of these changes is to increase the financial viability of homeownership projects in response to feedback from community members and service providers. The proposed changes will better support households experiencing low-income to purchase homes in the City of Vancouver and will help with City meet its goal of serving 15 households per year with homeownership projects. Additionally, the updated guidance on gross rent will ensure compliance with maximum rent limits.

The updated language is attached in the proposed 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan v.2.

Advantage(s)

1. Enable the City to meet its goal of serving 15 households experiencing low-income per year to purchase homes through the Affordable Housing Fund.
2. Provide additional clarity on gross rent requirements to partner organizations.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

September 19, 2022, Council adoption of the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan.

Action Requested

Adopt a resolution amending the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan.

Samantha Whitley, Housing Programs Manager, 360-487-7952

ATTACHMENTS:

- ▣ Resolution - Update to 2024 Affordable Housing Fund Admin Plan
- ▣ 2024 AHF Administrative and Financial Plan - Proposed edits

12/06/2023

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing amendments to the 2024 – 2033 Affordable Housing Financing Plan adopted in 2022 for the collection and use of monies authorized by RCW 84.52.105 to fund very low-income housing; providing for Severability; and an Effective Date.

WHEREAS, Council adopted, by resolution, the 2024 – 2033 Vancouver Affordable Housing Fund Administrative and Financial Plan (A & F Plan) in September 2022;

WHEREAS, the A & F Plan describes program requirements and spending targets among five program areas: Housing Production and Preservation, Rent Assistance & Housing Services, Temporary Shelter, Homeownership, and Implementation (Administration);

WHEREAS, the A & F Plan is consistent with either the locally adopted or state-adopted comprehensive housing affordability strategy, required under the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701, et seq.), as amended;

WHEREAS, the Vancouver Affordable Housing Fund Administrative and Financial Plan allows for amendments as needed;

WHEREAS, the A & F Plan may requires minor amendments based on the needs of the community and service providers to be used as an ongoing guide throughout the levy period;

WHEREAS, to meet the AHF program goals for Homeownership, the city will amend the A & F Plan to increase the program income limits for households from 60% of the area median

RESOLUTION - 1

income (AMI) to 80% AMI and increase per-unit maximum awards for homeownership projects from \$50,000 to \$75,000;

WHEREAS, the City will add additional guidance for service provision and gross rent limits;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. **Vancouver Affordable Housing Fund Administrative and Financial Plan (*Amended*)**.

The proposed amendments to the previously adopted Vancouver Affordable Housing Fund Administrative and Financial Plan, attached hereto and incorporated by reference, are hereby approved and adopted.

Section 3. **Severability**. In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. **Effective Date**. This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

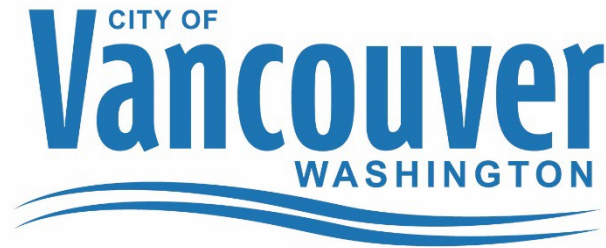
Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



Affordable Housing Fund

Administrative and Financial Plan

2024 Plan approved September 19, 2022

BACKGROUND

In January 2016, following eight months of discussion by the City of Vancouver's Affordable Housing Task Force, City Council reviewed several recommendations to address Vancouver's lack of affordable housing options. Creating a locally controlled affordable housing fund was identified as the first high priority option to move forward in 2016.

After exploring potential revenue sources for an affordable housing fund, a property tax levy was identified as the most practical and timely option. The State of Washington allows cities to enact a property tax levy for affordable housing if such a measure is approved by a majority of voters (RCW 84.52.105).

In November 2016, Vancouver voters passed a levy to raise \$42 million over seven years (\$6 million per year) for affordable housing and services available to very low-income residents. This Administrative and Financial Plan lays out objectives for the Vancouver Affordable Housing Fund and describes how funds will be managed and spent.

Initially, state law required that all funds must serve very low-income households, defined as earning up to 50% of area median income (AMI). In October 2020, the legislature amended RCW 84.52.105 to allow levy funding to be used for affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for low-income households, defined as those earning up to 80% of area median income.

In 2022, Vancouver reviewed the outcomes of the initial AHF levy as well as the ongoing need for affordable housing. City Council recommended placing a renewal levy on the ballot for voters to consider in 2023. This proposed administrative plan will be reviewed and approved by council and published for public feedback prior to the ballot initiative. This Administrative and Financial plan will be fully implemented in 2024 if the levy renewal is passed by voters.

Funding allocations and anticipated outcomes are attached to this plan. Allocation amounts may change from time to time based on need, community input, and council approval. This Administrative and Financial Plan may be updated as needed with review and approval of City Council.

PROGRAM OBJECTIVES

Four primary objectives guide implementation of the Vancouver Affordable Housing Fund. The City will strive to:

- Create and preserve affordable homes for residents earning 50% AMI or less (80% AMI or less for homeownership opportunities); promoting housing opportunity and choice throughout the City.
- Contribute to efforts to end homelessness by providing housing and services for individuals and families who are homeless or at risk of homelessness.
- Collaborate with nonprofit and for-profit developers and agencies to promote a variety of housing choices, including units in mixed-income developments.
- Leverage City investments with other funding sources to maximize the number of quality affordable housing units that are created or preserved each funding cycle.

LEVY AMOUNT, TAX RATE, AND DURATION

The renewed levy will generate \$100 million over 10 years (\$10 million annually) for Vancouver Affordable Housing Fund projects. Collection of levy funds will begin January 1, 2024 and will continue through December 31, 2033.

The amount of funds to be collected is capped at \$10 million annually for the 10-year period. As the city's assessed value changes due to shifts in property values or the number of taxable properties in Vancouver, the levy rate will also change to generate \$100 million during the 10-year period. For example, if there is an overall increase in property values, the rate charged to each property owner would adjust downward accordingly.

Taxes collected for the Vancouver Affordable Housing Fund will be held in a dedicated account that is separate from the City's general fund. The money may be spent only on eligible uses and cannot be diverted to cover other City expenses.

ELIGIBLE FUND USES

The Vancouver Affordable Housing Fund may only be used to serve households at 50% AMI or below (80% AMI or below for homeownership opportunities). Collected funds will be deposited into a restricted account that can only be used for housing and services for this population.

The City will provide funds to community partners (for-profit and nonprofit developers, property owners and housing/service providers) for acquisition, construction, and preservation of affordable housing and homeownership assistance to low or very low-income households. The money will also support temporary shelter, housing and services for people who are homeless or at risk of becoming homeless.

The Vancouver Affordable Housing Fund may be used for the following activities:

Housing Production and Preservation for Units Affordable to Tenants with Very Low Income (50% AMI)

- Funding for construction of new affordable rental housing
- Funding for acquisition of land or property for affordable housing development
- Incentives to property owners to convert existing market-rate units to affordable units
- Funding to rehabilitate existing affordable housing to correct health, safety and livability problems
- Funding for publicly subsidized projects (e.g., tax credit project) with expiring affordability periods to ensure continued affordability

Rent Assistance and Housing Services for Households Earning Very Low Income (50% AMI)

- Funding for rental assistance and housing stability services. Assistance may include rent, rental arrears, application fees, security deposits, utilities in conjunction with rental assistance, and housing stabilization assistance (costs related to obtaining or maintaining employment to remain stably housed). Households will receive a vulnerability assessment; households that are homeless or have a very high risk of becoming homeless will be prioritized for assistance.

Temporary Shelter

- Funding to service providers to build, maintain, and/or operate shelters serving people who are homeless
- Funding to service providers for motel voucher programs that provide temporary overnight shelter
- Funding for rapid rehousing or other homeless housing

Homeownership Assistance for Households Earning Low Income (80% AMI)

- Funding for homeowners to make basic repairs and accessibility improvements
- Funding for development or acquisition of homes affordable to people with low income
- Funding for foreclosure assistance to homeowners with low-income

Implementation

Resources for staff to develop contracts, manage the program and conduct compliance monitoring.

HOUSEHOLD ELIGIBILITY

Households assisted through the Affordable Housing Fund must be residents of Vancouver or experiencing homelessness in Vancouver prior to assistance. This residency restriction applies to any type of housing assistance.

Household Income

In accordance with RCW 84.52.105, the Affordable Housing Fund will be limited to serving households with low or very low-income. State law defines very low-income as earning up to 50% of area median income (AMI) and low income as earning up to 80% AMI. ~~Although the RCW allows up to 80% AMI eligibility for homeownership, the City of Vancouver is limiting assistance to households at 60% AMI for homeownership assistance.~~ Income limits by household size are provided annually by the U.S. Department of Housing and Urban Development. Income limits are provided online at: <https://www.cityofvancouver.us/eph/page/affordable-housing-fund>.

Income Determination

Households must disclose all income sources. Adequate documentation must exist on file to support the household's income eligibility. In addition, the following conditions apply:

- **Housing Production and Preservation (50% AMI):** Household income eligibility must be determined at the time of leasing and annually thereafter. If a household is over the maximum income upon review, the next available unit in the property must be rented to an income-eligible household.
- **Rent Assistance and Housing Services (50% AMI):** Household income eligibility must be determined before assistance is provided and every 90 days thereafter. If a household is over the maximum income upon review, housing assistance through the Affordable Housing Fund must be terminated.
- **Temporary Shelter (50% AMI):** Household income eligibility of each household must be determined prior to placement in shelter.
- **Homeowner Assistance (80% AMI):** Household income eligibility must be determined prior to assistance and at time of purchase commitment. If the home is sold during the Affordable Housing Fund affordability period, subsequent buyers must be income-eligible at the time of purchase.

FUNDING PRIORITIES

Several higher-need populations exist among Vancouver's households with very low-income. To best meet the needs of these residents, the Affordable Housing Fund will prioritize projects and programs serving:

- Senior households (must include one or more individuals age 62 or over);
- People who are homeless;
- Families with children; and
- People with special needs, including but not limited to:
 - Individuals with disabilities;
 - Individuals with mental, physical or behavioral health issues;
 - Survivors of domestic violence; and
 - Veterans.

UNIT ELIGIBILITY

All units created or assisted with Affordable Housing Fund must be located within Vancouver city limits. This includes rental assistance and temporary shelter assistance.

Housing Production and Preservation*

Units must be located in Vancouver city limits. The monthly rent for designated Affordable Housing Fund units must not exceed what is affordable to households at 50% AMI according to the rent limits provided by the Washington State Housing Finance Commission. The 50% AMI rent limits are updated annually and include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities. Depending on resources, Washington State Evergreen Sustainable Development Standards (ESDS) may be required. ESDS contains criteria that safeguard health and safety, increase durability, promote sustainable living, preserve the environment, and increase energy and water efficiency.

Rent Assistance and Housing Services*

Units must be located in Vancouver city limits. The Affordable Housing Fund will contribute no more than 100% of fair market rent (FMR), based on the appropriate unit size for the household, unless an exception to FMR is requested and approved by the program manager. Fair market rents are updated annually by HUD and rent limits include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities.

Temporary Shelter

Housing or shelter sites must be located in Vancouver city limits.

Homeownership Assistance

All homes purchased or assisted will be within Vancouver city limits. Homeownership assistance is only available to households who earn less than 80% AMI. For homebuyer assistance, the maximum purchase price shall be the HUD HOME limits for affordable single-family housing based on 95% of the median purchase price for the area using FHA single-family mortgage data. HUD updates the maximum purchase price annually. When feasible, homeowner assistance may include energy efficiency improvements at low or no cost to homeowner.

* The cost of services that are required as a condition of occupancy must be included in gross rent even if federal or state law requires that the services be offered to tenants by building owners. This nonoptional fee must be included in the gross rent for the unit and supported on the income certification and lease agreement/addendum. Also, this nonoptional fee must keep the unit within the applicable maximum rent limit.

GEOGRAPHIC FOCUS

The program is not targeted to specific neighborhoods. Funds will be available to housing projects located within the city limits of Vancouver and to programs serving Vancouver residents. See Household Eligibility and Unit Eligibility for requirements.

AWARD PROCESS

Awards will be allocated through a regular application process. Applications may be provided on a rolling basis in future funding rounds.

ELIGIBLE COSTS

Funds will generally be disbursed on a reimbursement basis for eligible costs, including but not limited to:

- Appraisals
- Architectural fees
- Case management to stabilize residents
- Closing costs
- Construction, including sales tax
- Development fees and permits
- Engineering fees
- Environmental assessments and fees
- Professional services
- Purchase/acquisition
- Rental assistance
- Housing stabilization assistance
- Inspections and surveys
- Insurance
- Interest
- Financing fees
- Rent buy-down
- Replacement reserves

ELIGIBLE FUND RECIPIENTS

Through the City selection process, priority will be given to applicants with a demonstrated ability to develop, own, and/or manage affordable housing. Applicants that do not have previous experience in these areas will be expected to propose an appropriate relationship with an entity that does have this experience.

Eligible recipients include:

1. Nonprofit agencies: Eligible nonprofits must have a charitable purpose. The City's preference is to provide funding to nonprofit borrowers that have established housing as a primary mission. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership created and controlled by a nonprofit or public corporation to obtain tax credits or for another housing-related objective approved by the City.
3. The Vancouver Housing Authority (VHA).
4. Private for-profit firms/property owners: Eligible for-profits must have experience developing, owning, and managing multifamily rental housing. Private for-profit firms can include partnerships between one or more firms, such as a building contractor and a property manager. Private for-profit firms may also partner with nonprofit or public agencies as needed to provide sufficient capacity to develop, own and operate housing on a long-term basis.
5. Homebuyers/homeowners: Homeowners or homebuyers with low-income must access assistance through programs operated by the City, or through a nonprofit or other housing agency contracted with the City.

AWARD LIMITS

Award limits are based on the type of unit assisted and shown in the table below. These limits also determine the number of units subject to continuing compliance with Affordable Housing Fund requirements throughout the affordability period. Housing Production and Preservation awards must be at least \$250,000 unless otherwise approved by the City's Chief Financial Officer.

Project Type	Per Unit Funding Limit
50% AMI rental unit production	\$75,000
50% AMI rental unit preservation	\$40,000
30% AMI rental unit production	\$105,000
30% AMI rental unit preservation	\$55,000
Group home/shared living per bed	\$25,000
Temporary shelter production or preservation per bed	\$25,000
80% AMI homeowner/buyer assistance per household	\$75,000

AFFORDABILITY PERIOD

The standard affordability period for Affordable Housing Fund units and shelter construction is 20 years, starting from the construction completion date or acquisition date. The start and end of the affordability period will be specified in the funding agreement, deed of trust, and/or affordable housing covenant. During the affordability period, housing must remain affordable to households with low or very low-income subject to compliance requirements.

Use of Program Income

Sale of a project during the affordability period requires City consent. Loan payments to the City will be returned to the Affordable Housing Fund. Payments will be reallocated to eligible housing activities or used for ongoing implementation costs to administer and monitor the fund according to priorities established in the current Administrative and Financial Plan.

FINANCING METHODS

Affordable Housing Fund financing may be provided as grant funding or as a low-interest loan.

Housing Production and Preservation

Financing for rental housing production and preservation will be provided as a grant unless the project requires a loan; loan terms will be approved by City Finance. All projects will be subject to an underwriting review prior to contracting. Financing terms and project requirements will be specified in a funding agreement, affordable housing covenant, promissory note and deed of trust.

Rental Assistance/Housing Services and Temporary Shelter

Funding for rental assistance and services, as well as temporary shelter, will be in the form of a grant. Specific project requirements will be detailed in a funding agreement.

Homeownership Assistance

Assistance to homeowners or purchasers will generally be provided through a contracted agency with specific funding and loan terms dependent on program design. The 20-year AHF affordability period applies to homeownership and will be specified through the homeowner agreement, deed of trust and affordable housing covenant recorded against the property. Homeownership projects will also be subject to underwriting review.

TIMELINES

Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

MONITORING

Projects will be subject to initial and ongoing monitoring to ensure that all Vancouver Affordable Housing Fund dollars are being used to assist eligible households. Monitoring may include on-site inspection, file review and tenant or program reporting.

Following project completion, Housing Production and Preservation projects will be monitored on an annual basis to ensure continued affordability and habitability. Property owners will report unit and tenant information in a format acceptable to the city.

PLAN AMENDMENTS

The Vancouver Affordable Housing Fund Administrative and Financing Plan will be monitored and updated as needed. All changes will be approved with consultation of Vancouver City Council.

REPORTING

Annual program reporting will be provided by city staff no later than March 31st of each year, covering activity for the previous calendar year, as well as cumulative performance of the AHF levy.

The annual report will include accomplishments for each type of assistance:

Housing Production and Preservation

- units completed and awarded
- total AHF funding
- total leveraged funding
- populations served by projects

Rental Assistance and Housing Services

- number of households provided housing assistance and success at stabilizing households
- income and demographics of assisted households

Temporary Shelter

- number of shelter beds supported with operating subsidy
- number of new or rehabilitated shelter beds
- number and demographics of people served by shelter assistance

Homeownership

- number and value of rehabilitation loans approved
- number and value of homebuyer loans approved
- income and demographics of assisted homeowners

Implementation costs

ALLOCATION PLAN AND PROGRAM GOALS

The City anticipates serving approximately 560 households annually. This number does not include additional units that may be created by leveraging Affordable Housing Fund investments with other funding sources.

The following table outlines the proposed allocation of funds among eligible uses and estimated number of units and households assisted. If the pool of applications in an annual award cycle does not support this funding breakdown, allocations may be shifted between uses as appropriate. City Council will review and approve all awards made through the Affordable Housing Fund.

Anticipated goals are based on historic costs per outcome.

2024 AHF Allocations and Goals

<i>Eligible Use</i>	Annual Allocation	Anticipated Annual Goal	Total Funding (%)	10-Year Outcomes
<i>Housing Production/Preservation</i>	\$6M	80 direct units 240 leveraged units	60%	2,400 units
<i>Rent Assistance & Housing Services</i>	\$2M	250 households	20%	2,500 households
<i>Temporary Shelter</i>	\$1M	55 beds	10%	550 beds
<i>Homeownership</i>	\$500,000	15 households	5%	150 households
<i>Implementation</i>	\$500,000	--	5%	--
TOTAL	\$10M	560		5,600



Staff Report: 219-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Approval of Vancouver Housing Authority Bonds for Esther Short Commons and Cougar Creek Apartments

Key Points

- The Housing Authority of the City of Vancouver (VHA) is planning the acquisition and renovation of Esther Short Commons, a 160-unit multifamily housing development located at 555 W 8th Street, and Cougar Creek Apartments, a 72-unit multifamily housing development located at 8415 NE Hazel Dell Avenue.
- In order to finance this project, VHA is seeking approval from the City to issue tax-exempt bonds.
- While the City's approval is required for VHA to issue bonds under the Internal Revenue Code, this approval does not create any responsibility for the City regarding the issuance and debt service for the bonds.
- City Housing Program staff requests on behalf of the VHA that City Council approve the execution of the enclosed certificate indicating the City's approval of the issuance of the bonds for the projects.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

The Housing Authority of the City of Vancouver (VHA) plans to acquire and renovate two multifamily housing projects. The first is Esther Short Commons, located at 555 W 8th Street, with 160 units of housing for low-income individuals. The second is Cougar Creek Apartments, a 72-unit multifamily housing development located at 8415 NE Hazel Dell Avenue in unincorporated Clark County.

VHA is seeking approval for the issuance of tax-exempt bonds to finance the acquisition and

renovations of both projects. This approval is required by the City but does not imply any financial responsibility on the part of the City.

The financing sources for the project will include low-income housing tax credits, the Bond, and other loans. VHA will issue the Bond and provide a loan to Esther Cougar Rehab LLLP, of which VHA is the sole general partner.

Section 147(f) of the Internal Revenue Code necessitates approval by the applicable elected representative for qualified private activity bonds, which includes this Bond. The Mayor of the City of Vancouver, as the chief elected executive officer of the City, is treated as the applicable elected representative to approve the Bonds. Approval by City Council will satisfy both the “issuer” approval for the bonds and the “jurisdiction” approval with respect to Esther Short Commons. Because the Cougar Creek project is located in unincorporated Clark County, VHA will seek separate approval from the County Council with respect to the “jurisdiction” approval for that project.

A public hearing regarding the projects and the bonds was held on October 31, 2023, and no public testimony was provided.

Approval of the City is solely to comply with Section 147(f) of the Code and does not indicate any further financial responsibility or approval of other aspects of the project.

Advantage(s)

Maintain and upgrade 232 units of housing for households experiencing low-income.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Approve the execution of the resolution indicating the City’s approval of the issuance of the bonds for the projects.

Samantha Whitley, Housing Programs Manager, 360-487-7952

ATTACHMENTS:

▣ Resolution

December 4, 2023

RESOLUTION NO. _____

A RESOLUTION providing approval, solely for the purposes of Section 147(f) of the Internal Revenue Code, of the issuance of revenue obligations by the Housing Authority of the City of Vancouver in the principal amount of not to exceed \$22,000,000, to finance the acquisition and equipping of two multifamily housing complexes to provide housing for low-income persons in the City of Vancouver, Washington.

WHEREAS, the City of Vancouver, Washington (the “City”), is a city duly organized and existing under and virtue of the Constitution and laws of the State of Washington (the “State”);

WHEREAS, as provided in RCW 35.82.030, the City Council of the City previously activated the Housing Authority of the City of Vancouver (the “Authority”) pursuant to a Resolution Declaring the Need for a Housing Authority in the City of Vancouver, Washington, adopted on February 5, 1942;

WHEREAS, RCW 35.82.020(11) and 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes;

WHEREAS, RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, “make . . . loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing, or refinancing of land, buildings, or developments for housing for persons of low income”;

WHEREAS, the Authority has advised the City that the Authority intends to issue certain obligations (the “Obligations”) in the maximum aggregate principal amount of \$22,000,000

RESOLUTION - 1

pursuant to chapter 35.82 RCW and a plan of financing (the “Plan of Financing”) with respect to the acquisition and equipping of an approximately 160-unit multifamily housing complex to be known as Esther Short Commons and a 72-unit multifamily housing complex to be known as Cougar Creek Apartments (the “Projects”) that will be owned for federal tax purposes by Esther Cougar Rehab LLLP (the “Borrower”), a Washington limited liability limited partnership of which the Authority is the sole general partner;

WHEREAS, the Authority also has advised the City that the proceeds of the Obligations will be used to make one or more loans to the Borrower to finance the costs of the Projects, and that the Authority intends that the interest on the Obligations be eligible for exclusion from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, Section 147(f)(2) of the Code and related Treasury Regulations provide that one of the eligibility requirements for such exemption of interest on the Obligations for federal income tax purposes is approval of the Obligations by the governmental unit under the auspices of which the Authority was activated, which is the City, and a governmental unit having jurisdiction over the area in which the Projects are located, which also includes the City;

WHEREAS, the Authority has advised the City that, following timely notice thereof being posted on the Authority’s primary public website in the space customarily used by the Authority to give notice of public hearings, a telephonic public hearing was held on October 31, 2023, on the proposed issuance of the Obligations pursuant to the Plan of Financing for the Project, in accordance with the requirements of Section 147(f) of the Code and Internal Revenue Procedures 2020-21 and 2020-49;

RESOLUTION - 2

WHEREAS, the Authority has provided the City with a written summary of any public testimony and any written comments received at such public hearing;

WHEREAS, the proposed Obligations, Plan of Financing, and Projects are further described below:

Project Principal User: Esther Cougar Rehab LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner

Project Descriptions: Acquisition and equipping of an approximately 160-unit multifamily housing complex to be known as Esther Short Commons and a 72-unit multifamily housing complex to be known as Cougar Creek Apartments

Project Locations: 555 W 8th Street, Vancouver, Washington 98660 and 8415 NE Hazel Dell Avenue Vancouver, WA 98665

WHEREAS, the Authority has advised the City that the Obligations to be issued by the Authority for the Projects pursuant to the Plan of Financing (a) may consist of a line of credit and/or one or more issues (including refunding issues) of revenue bond anticipation notes to provide interim financing for the Projects and one or more issues (including refunding issues) of long-term revenue bonds to provide permanent financing for the Projects; (b) will be issued in accordance with a schedule such that the first issue of Obligations for the Projects will be issued no later than one year after the date of this approval and any subsequent issue for the Projects will be issued no later than three years after the issue date of the first such issue for the Projects; (c) will not exceed a maximum aggregate principal amount of \$22,000,000; and (d) in calculating the maximum aggregate principal amount of Obligations issued for the Projects pursuant to the Plan

RESOLUTION - 3

of Financing, the principal amount of any issue of Obligations used to currently refund a prior issue of Obligations will be disregarded to the extent that the principal amount of such refunding issue does not exceed the outstanding principal amount of such prior issue;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City approves the Plan of Financing for the Projects, and each issue of Obligations that is timely issued by the Authority for the Projects in accordance with the Plan of Financing. This approval is intended solely to comply with the requirements of Section 147(f) of the Code in order to permit the issuance of the Obligations.

Section 2. This approval is not intended to imply that the City is under any obligation to repay the Obligations. In so approving the issuance of Obligations, the City Council does not assume any responsibility with respect to any payments due thereunder. The City is not obligated to pay the principal of or the interest on the Obligations; no tax funds or governmental revenue of the City may be used to pay the principal of or the interest on the Obligations; the Obligations do not directly or indirectly constitute a debt or liability of the City; and neither the faith and credit nor the taxing power of the City is pledged to the payment of such principal or interest.

Section 3. This approval is not intended to serve as any land use, permit, occupancy, zoning or other approval for the Projects not expressly set forth in this resolution.

Section 4. This resolution shall take effect immediately upon its passage and approval.

ADOPTED at regular session of the Council of the City of Vancouver, this 4th day of December, 2023.

Anne McEnery-Ogle, Mayor

Attest:

RESOLUTION - 4

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 5



Staff Report: 220-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Visit Vancouver 2024 Lodging Tax Grant

Key Points

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities, and facilities.
- The City's Lodging Tax Advisory Committee, which is required by state regulations to expend the funds, reviewed Visit Vancouver Washington's proposal to provide tourism activities and recommends approval.
- Services from this contract will exceed the City's purchasing \$300,000 threshold.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Culture and Heritage – celebrating culture and heritage.

Present Situation

RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and these funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities, and facilities. Of the 4% collected, 2% goes to pay the debt service on the Convention Center with the other 2% available for tourism activities. RCW 67.28.1816 and 67.28.1817 require that to expend lodging tax funds, municipalities must appoint a Lodging Tax Advisory Committee comprised of equal numbers of lodging tax generators and potential lodging tax recipients who will make recommendations on proposed expenditures to the City Council.

The Lodging Tax Advisory Committee reviewed Visit Vancouver Washington's proposal to provide tourism activities and recommends that \$700,000 of Lodging Tax revenue be allocated to Visit Vancouver Washington. Per state regulations, the City Council only may approve awards

recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment.

Advantage(s)

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to both day and overnight visitors.

As the region's only Destination Marketing and Management Organization, Visit Vancouver Washington is uniquely qualified to provide tourism services to Vancouver. In 2023, Visit Vancouver Washington adopted a new 10-year Destination Master Plan. This new Destination Master Plan is centered on five strategic goals:

1. Develop Vancouver's experiential infrastructure
2. Engage locals
3. Enhance access, mobility, and ease of movement for people of all abilities
4. Strengthen outdoor recreation tourism opportunities to connect all people with the outdoors
5. Articulate Vancouver's destination identity and brand promise

Resources provided through this grant will enable Visit Vancouver Washington to begin implementation of specific actionable strategies contained within the approved Master Plan. To review the Destination Master Plan, please visit the link: <https://www.visitvancouverwa.com/dmp/>

Disadvantage(s)

None

Budget Impact

The 2024 budget contains the appropriation sufficient to cover the amount of \$700,000 in Lodging Tax funds.

Prior Council Review

None

Action Requested

Adopt a resolution approving the recommendation of the Lodging Tax Advisory Committee and authorizing the City Manager or their designee to execute a professional service agreement for \$700,000 in Lodging Tax grant funds to Visit Vancouver, Washington.

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

ATTACHMENTS:

- ▢ Resolution

12/04/2023

RESOLUTION NO. _____

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

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the Lodging Tax Advisory Committee in their 2024 Grant Recommendations, \$700,000 to Visit Vancouver Washington for tourism related events, activities, and facilities consistent with the implementation of their 10-year Destination Master Plan.

Section 2. The City Manager or their designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 4th day of December, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney



Staff Report: 221-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023
12/11/2023

SUBJECT Right-of-Way Franchise Agreement for Ziplly Fiber

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

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

Present Situation

Ziplly Fiber Pacific LLC wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

City staff has worked with Ziplly Fiber to negotiate a franchise ordinance, which manages the deployments of a telecommunications system in a way that balances local aesthetics, character, and public health and safety, while also deriving the benefits of this technology for the City's residents to the greatest extent practicable.

Advantage(s)

The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by Ziplly Fiber.

Disadvantage(s)

Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, December 4, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 11, 2023.

Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- ▣ Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Ziply Fiber Pacific LLC and its affiliates (hereinafter referred to as the “Franchisee”), a Delaware Limited Liability Company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; and setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides voice and data services to its customers; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the Public Ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, pursuant to RCW 35.22.280 and chapter 35.99 RCW, the City Council has the authority to grant franchises for the use of its Public Ways; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

ORDINANCE - 1

Does not require codification

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, and any associated converter, equipment, or facilities within the City owned and operated by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" shall mean initial authorization or renewal issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Ziply Fiber Pacific LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the

ORDINANCE - 2

Does not require codification

telecommunications system, but not the right to control, maintain, construct, or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and shall include any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RWC 35.99.010(1) and further excluding "personal wireless services" as defined by RCW 35.99.010(4), provided by the Franchisee over its Communication System, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions herein, a

ORDINANCE - 3

Does not require codification

nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. This authority is a limited authorization to occupy and use the Public Ways of the City for the purpose of providing telecommunications services.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of 10 years from the date of acceptance, unless sooner terminated. This Franchise may be renewed for an additional five-year term pursuant to the following process: If the Franchisee desires to renew, the Franchisee shall notify the City not later than 180 days prior to the expiration of this Franchise of its desire to renew and its desire, if any, to renegotiate any of the terms of this Franchise. The City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation of any term, or the addition or deletion of any term at that time. If the Franchisee does not request renewal, this Franchise shall be deemed terminated. If the Franchisee requests renewal, and either party requests renegotiation, this Franchise shall not renew unless and until the City and Franchisee reach agreement and said agreement is approved by ordinance of the City Council. Nothing in this Section prevents the parties from reaching agreement on renewal earlier than the time periods indicated.

ORDINANCE - 4

Does not require codification

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain all authority to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code as it currently exists (VMC 11.50.120) or may hereinafter be amended or replaced, except as may be required by chapter 35.99 RCW. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities unless the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

ORDINANCE - 5

Does not require codification

If the City or a contractor for the City is delayed at any time in the progress of the work by an act or neglect of the Franchisee or those acting for or on behalf of Franchisee, then Franchisee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by the City or a third party not under Franchisee's control. This provision may not be waived by the parties except in writing.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities

ORDINANCE - 6

Does not require codification

involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction, or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

RCW 58.09.130 Monuments Disturbed by Construction Activities

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and

ORDINANCE - 7

Does not require codification

shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 10. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a time prescribed by the City.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the costs thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built

ORDINANCE - 8

Does not require codification

plans and maps in a form and content prescribed by the City, as well as surveys of monuments of record pursuant to RCW 58.09.130. These plans, maps, and monument surveys shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and at a location within the State, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may be requested either in hard copy and/or electronic format compatible with the City's database system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

PUBLIC RECORD ACT: Any public record relating in any way to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. The City will provide Franchisee with a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Franchisee may have in its possession. City will inform Franchisee of the records it plans to disclose to the requestor. If Franchisee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Franchisee an opportunity to seek judicial protection pursuant to

ORDINANCE - 9

Does not require codification

RCW 42.56.540 as adopted or amended. If Franchisee seeks judicial protection, Franchisee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards at the time of construction or damage. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchise. Franchisee also agrees to restore all other existing facilities and/or property damaged by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual reasonable administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses

ORDINANCE - 10

Does not require codification

for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for all actual reasonable costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis at the City's election, but the City shall provide the Franchisee with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Franchisee's

ORDINANCE - 11

Does not require codification

Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Franchisee obtain a separate franchise agreement for its change in use, which may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

Section 15. Administrative Fee. Franchisee agrees to pay, at the time of acceptance of this Franchise, a one-time administrative fee to defray City’s actual administrative costs and expenses associated with negotiating and enacting this Franchise, provided that such expenses shall not be included in the reimbursement provisions set forth in Section 13 of this Franchise not to exceed \$2,500.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its Facilities are owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions for use of those poles.

Section 17. Vacation of Right of Way. The process for the vacation of rights-of-way is provided for in City code, currently chapter 11.05 VMC. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

ORDINANCE - 12

Does not require codification

Section 18. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising out of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided, that Franchisee has been given prior written notice by the City of

ORDINANCE - 13

Does not require codification

any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney fees were caused by the sole negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of the City, its officers, agents, employees, or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost

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profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

Section 19. Abandonment and Removal of Franchisee's Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, the Franchisee shall remove its Facility or Facilities from the Public Ways of the City within 90 days.

A. Underground facilities: Franchisee shall remove any facilities which have not been used to provide telecommunications services for a period of at least 90 days when: (a) a City project involves digging that will encounter the abandoned facility; (b) the abandoned facility poses a hazard to the health, safety, or welfare of the public; (c) the abandoned facility is 30 inches or less below the surface of the rights-of-way and the City is reconstructing or resurfacing a street over the rights-of-way; or (d) the abandoned facility has collapsed, broke, or otherwise failed.

Franchisee may, upon written approval by the City, delay removal of the abandoned facility until such time as the City commences a construction project in the rights-of-way unless (b) or (d) above applies. When (b) or (d) applies, Franchisee shall remove the abandoned facility from the rights-of-way as soon as weather conditions allow, unless the City expressly allows otherwise in writing.

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B. Aboveground facilities: Franchisee shall remove any facilities which have not been used to provide telecommunications services for a period of at least 90 days.

C. The expense of the removal, and restoration of improvements in the rights-of-way that were damaged by the facility or by the removal process, shall be the sole responsibility of the Franchisee. If, Franchisee fails to remove the abandoned facilities in accordance with the above, then the City may incur costs to remove the abandoned facilities and restore the rights-of-way, and is entitled to reimbursement from Franchisee for such costs, including reasonable attorney's fees and costs.

Section 20. Modification. The City and the Franchisee hereby reserve the right to modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such modification. Said modifications shall be by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise.

Section 21. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner, or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other legal requirements.

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Does not require codification

Section 22. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 18, Indemnification; 19, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, or transfers ownership of said Facilities to a third party, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 23. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 24. Assignment. This Franchise may not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or

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Does not require codification

affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the event such a transfer or assignment of Franchisee's ownership is approved by the Washington Utilities and Transportation Commission, the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City: (i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; PROVIDED THAT: (i) Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 25. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of at least five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate, with the City named as an additional insured, protecting and saving the City harmless against liability for loss or damage for personal injury, death, or property damage occasioned by the operation of the Franchisee under this Franchise. Franchisee may utilize

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Does not require codification

primary and umbrella liability policies to satisfy the preceding per occurrence and aggregate insurance policy limit requirements. The Franchisee shall, within 30 days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be canceled without at least thirty days' notice to the City, filed as above provided. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred, Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

Section 26. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County, or in the United States District Court for the Western District of Washington. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 27. Revocation. This Franchise may be revoked by the City Council by resolution in the event the Franchisee shall fail, after notice or demand, to comply with any of the terms,

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Does not require codification

conditions, or obligations imposed upon the Franchisee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this Franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 28. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Franchisee:

Ziply Fiber Pacific, LLC.
Legal and Regulatory Department
135 Lake St. So., Ste. 155
Kirkland, WA 98033

with an additional copy to:

Legal@ziply.com

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 29. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 30. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure

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Does not require codification

of the Franchisee to so accept this Franchise within said timeframe shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60-day period, absolutely cease and determine, unless the time period is extended by ordinance passed for that purpose.

Section 31. Effective Date. Subject to compliance with Section 30 of this Ordinance, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 21
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Ziply Fiber Pacific LLC, a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 22

Does not require codification



Staff Report: 222-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023
12/11/2023

SUBJECT Professional Services Agreement for Armored Car Services

Key Points

- The armored car company picks up deposits daily at 5 locations across the city.
- The City issued an RFP in May 2015, with no responses.
- The City and the armored car provider have agreed to use the State of Oregon's contract to continue the professional service, which was recently extended until November 25, 2024.
- The City's current contract expires on November 25, 2023.
- The cost of the service will not change under the contract amendment.

Strategic Plan Alignment

N/A

Present Situation

The City currently utilizes armored car services through a contract with Loomis Armored US, LLC.

The City and Clark County went through a joint Request for Proposal (RFP) process in May 2015 for armored car services, with the goal that if the City and County combined efforts, the responding companies would offer more competitive pricing in order to receive the award of contracts from both the City and the County. No responses were received for the RFP.

The City and Clark County then looked at the option of piggy-backing on the State of Oregon or the State of Washington's armored car contract. After review and negotiations, Loomis agreed to offer its professional services to perform work per the Oregon Price Agreement 3396; RFP No. 102-1894-12R. On September 11, 2023, the State of Oregon signed Amendment 12 to this agreement, which extended the term of the price agreement with Loomis through November 2024.

Loomis has provided armored car services to the City under the current agreement since

February 1, 2016; the City's current agreement expires November 25, 2023. To ensure continuity of armored car services, staff recommends extending the City's agreement with Loomis, in alignment with the State of Oregon's agreement, until November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available.

It is anticipated that additional procurement options for armored car services may become available in the next 24-30 months, but extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future.

Advantage(s)

Loomis Armored US, LLC has provided the full extent of armored car services for the City under the current agreement since February 1, 2016. The normal pickup cost is not changing under the contract amendment.

Disadvantage(s)

N/A

Budget Impact

The cost of armored car services is included in the 2023-2024 Biennial Budget.

Prior Council Review

Staff Report 007-16 – Council approved on January 25, 2016

Action Requested

On December 4, 2023, approve the ordinance on first reading, setting the date of second reading and public hearing for December 11, 2023.

Anthony Glenn, Treasurer, 360-487-8493

ATTACHMENTS:

- ▣ Loomis Contract Extension Ordinance
- ▣ Amendment No 8
- ▣ Loomis Contract - Vancouver
- ▣ Loomis Contract - State of Oregon

12/4/2023
12/11/2023

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a contract amendment with Loomis Armored US, LLC (“Contractor”), to continue providing armored car 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.

WHEREAS, Contractor has provided armored car services to the City under the current agreement beginning February 1, 2016, with the original two year term expiring May 20, 2018, an additional five-year option running from May 21, 2018 through May 20, 2023, and then a six-month bridge extension from June 1, 2023 to November 25, 2023; and

WHEREAS, to ensure continuity of armored car services, the City wishes to extend the use of Contractor’s Services until November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available; and

WHEREAS, the City anticipates additional procurement options may become available in the next 24-30 months. Extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor’s Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend beyond its original five-year duration, until no later than November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution of a contract amendment with Loomis Armored US, LLC (“Contractor”), to continue providing armored car 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.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

SERVICE AGREEMENT #C-84218

AMENDMENT No. 8

ARMORED CAR SERVICES

This Agreement amends the Professional Services Agreement number C-84218 by and between the City of Vancouver, hereinafter referred to as "City", and Loomis Armored US, LLC hereinafter referred to as "Contractor", whose address is 6645 N Ensign St, Portland, OR 97217 for services offered.

This amendment amends the original agreement as follows:

1. The last effective date of the Agreement is extended to November 25, 2024.
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

CONTRACTOR:

Loomis Armored US, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 84218
ARMORED CAR SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Loomis Armored US, LLC hereinafter referred to as "Contractor", whose address is 6645 N Ensign St Portland OR 97217.

WHEREAS, the City desires to engage the Contractor to provide secure collection, transportation and deposit of cash, monetary instruments, other valuable items and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per Oregon Department of Administrative Services, Procurement Services issued Request for Proposal (RFP) No.102-1894-12R, Issued on March 14, 2013, Contractor's proposal to said RFP, and Oregon Price Agreement 3396 all by reference hereto made a part of this Agreement; and City Council has accepted the offer by Staff Report Number 007-16 dated 1/25/14.

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide secure collection, transportation and deposit of cash, monetary instruments, other valuable items and other related services as scheduled by the City per Oregon Price Agreement 3396; RFP No. 102-1894-12R and Contractor's response to said RFP a copy of which is on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement. Services are to be provided on a task order basis or on a task by task basis. All work must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Delivery shall be made to the City's designated depository. Designated depository is listed in attached Schedule A – Armored Vehicle Service Commitment by reference hereto made a part of this Agreement:

The City of Vancouver will be depositing daily with Bank of America (Portland Vault). Deposits are picked up Monday through Friday at the following locations



Location	Address	Cost
COV MARSHALL CENTER	1009 E MCLOUGHLIN BLVD	13.39/stop
COV UTILITIES DIVISION	2323 GENERAL ANDERSON AVE	13.39/stop
COV TENNIS & RACQUETBALL	5300 N 18TH ST	13.39/stop
COV FIRSTENBURG COMM	700 NE 136TH AVE	13.39/stop
COV COIN PICKUP	415 W 6TH ST	19.00/stop
COV CITY HALL	415 W 6TH ST	13.39/stop

The City reserves the right to modify deposit pickup locations and may change financial institutions with advance notification to the armored car service provider.

Pickup times shall occur during normal hours of operation for each location.

In addition to the services listed above, the Contractor shall also provide the following services at the rates specified:

1. Preparation of parking receipt spreadsheets of transaction details \$35.00/each
2. Coin canister processing fee \$22.00/canister
3. Coin wire transfers fee (through June 30, 2016) \$00.00/transfer

Compensation is limited to the amount specified for each specific task and/or sub-task.

Compensation may only be adjusted at the time of renewal per Oregon Price Agreement 3396, Exhibit B, Section 3.0 Price Adjustments. Proposed price changes must be submitted thirty (30) days prior to the renewal date of this Agreement and must be accompanied by documentation supporting such adjustments.

Compensation may be amended per Section 18 of this Agreement, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All services must be acceptable to the City, at the sole discretion of the City.

Travel expenses are not included in this contract.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$175,000 unless authorized in writing by the City, according to Section 18 of this Agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement, this Agreement, Purchase Orders, State of Oregon Price Agreement 3396, Contractor's submitted proposal to RFP No. 102-1894-12R and RFP No. 102-1894-12R.



3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of January 1, 2016. It is agreed services hereunder shall be completed by May 20, 2018. The City reserves the right to extend this Agreement for up to an additional five (5) years subject to the prior approval of an extension of Oregon Price Agreement 3396 by the Oregon Department of Administrative Services.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.



8. Ownership of Records and Documents.

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the City and shall conform to VMC M-3774 (tax per employee statute).

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.



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

- a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than two million dollars (\$2,000,000) for each occurrence for any single claimant, and not less than four million dollars (\$4,000,000) for each occurrence for multiple claimants. The policy shall include coverage for bodily injury, property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.
- b. **Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than two million dollars (\$2,000,000) for each occurrence for any single claimant, and not less than four million dollars (\$4,000,000) for each occurrence for multiple claimants. The policy shall include coverage for bodily injury/death, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement.
- c. **City Listed as an Additional Insured:** The City of Vancouver, its agents, officers, directors, officials, and employees shall be listed as an additional insured on the Commercial General Liability policy and Automobile Liability Insurance policy, and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.
- d. **All Risk Cargo Insurance,** which includes employee theft and fidelity, for the loss, damage or destruction of the Sealed Containers or other City property while it is in the care, custody or control of Loomis, its agents or employees with limits of not less than \$2,000,000 per loss and shall list City of Vancouver, its agents, officers, directors, officials, and employees as additional insured. This coverage covers crime and theft on premises and in transit. Coverage and exclusions are listed on the certificate of insurance.
- e. **The commercial general liability policy** must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.



- f. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.
- g. The Contractor shall comply with all employment security laws applicable to armored vehicle guards and armored car companies of the state of Washington, and shall timely make all required payments in connection therewith.
- h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will not be acceptable, except for All Risk Cargo Insurance.
- j. 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.

14. Even Exchange.

CITY will not be engaging in even exchange services mentioned in the Oregon Agreement.

15. Liability.

Contractor agrees to assume the liability for any loss, according to the terms of this Agreement, of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) and responsibility terminates when the City or its designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt. If it is impossible to complete the delivery, Contractor shall be responsible for any loss until the sealed container(s) is returned to the City or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the City's premises, Contractor does not assume liability for any loss. If the City conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, Contractor will have no liability for any loss in any way related to such fact or circumstance.

Under no circumstances will either party be liable to the other party for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages; such as, but not limited to, loss of revenue, loss of interest, lost data, data transmission error or anticipated profits or lost business.



Contractor is responsible for ensuring picked-up container(s) are properly sealed prior to taking physical possession of these sealed container(s).

The value of coin canisters is unknown, but each coin canister is sealed and labeled. When these coin canisters are in the possession of the Contractor, Contractor is liable for the contents in these coin canisters. Contractor and City agrees Contractor is liable for the average value of these canisters, which is \$1,500 per coin canister, plus the actual cost to replace the lost or damaged coin canister.

16. Claims Notification.

It is understood that the City agrees to notify the Contractor, in writing, via certified mail, of any claim for loss within ten (10) calendar days after loss is discovered or should have been discovered in the exercise of due care, and in any event within forty-five (45) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted and unless such notice shall have been given, such claim shall be deemed waived.

17. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Kevin Yin
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Edward White
Loomis Armored US, LLC
6645 N Ensign St
Portland OR 97217

18. Amendments.

The parties anticipate that the Agreement may be amended by adding additional services of the kind or type within the scope of this Agreement to those services already identified. In addition, the parties anticipate that some services may be deleted, or that pricing may be modified that modifies the statement of work and terms and conditions. All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

19. Scope of Agreement.

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

20. Ratification.

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

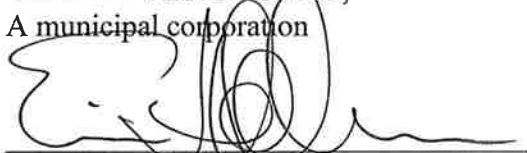


21. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this 25th day of January, 2016

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Loomis Armored US, LLC

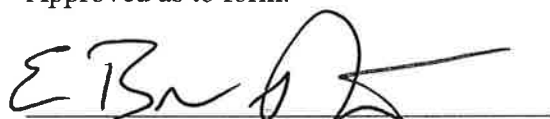

Signature:

Attest:


Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

SARA W KATTAPONG
VP FINANCE & ACCOUNTING SERVICES
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney
By: Brent Boger, Assistant City Attorney



PRICE AGREEMENT 3396

This Price Agreement is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Procurement Services, ("DAS PS") and Loomis Armored US, LLC., ("Contractor").

I. AGREEMENT

1.1 Definitions.

The following terms have the respective meanings as used in the Price Agreement:

"Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined under OAR 279A.010 (1) (aa).

"Authorized Purchaser" means the State of Oregon, acting by and through DAS PS, Authorized Agencies, Independent Agencies, and ORCPP and WSPC Participants with appropriate purchasing authority under their applicable rules and regulations.

"Contract" means the agreement between an Authorized Purchaser and the Contractor formed by the acceptance of the firm offer of the Contractor by Authorized Purchaser's issuance of a Purchase Order or other means of order to purchase the Services under this Price Agreement.

"Contractor" means the person or organization entering into this Price Agreement with the State for the purchase of Services by an Authorized Purchaser.

"DAS PS" means the State of Oregon acting by and through its Department of Administrative Services - Procurement Services.

"Fuel Surcharge Percentage" means the multiplier applicable when the average cost of fuel exceeds \$5.00 per gallon as set forth in the "West Coast less California" line of the U.S. On-Highway Diesel Fuel Prices ("dollars per gallon") table documented at the US Energy Information Administration's (EIA) Website, <http://www.eia.gov/petroleum/gasdiesel/> . The Allowable Fuel Surcharge percentage varies according to Schedule B Fuel Surcharge Table.

"Independent Agencies" means those State Agencies with independent procurement authority pursuant to ORS 279A.050, 279A.170 or other provisions of applicable State law.

"ORCPP" means the Oregon Cooperative Purchasing Program, whose Participants include Independent Agencies, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF's), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies. The current ORCPP list is found at this link: <http://www.oregon.gov/DAS/EGS/ps/docs/orcpp/orcpp-member-list.pdf>

"Participant" or "Participants" mean members of ORCPP or WSPC.



"Price Agreement" or "Agreement" means this agreement between the State and Contractor for the procurement of Services.

"Purchase Order" means the documentation, including but not limited to purchase orders, delivery orders and notices to proceed that are submitted to Contractor by an Authorized Purchaser initiating the purchase and delivery of Services under this Price Agreement.

"Securely Sealed" means contents are fully contained in a tamper resistant, tamper evident, container sealed with adhesive that is specifically designed to guard from danger or risk of loss or breach of confidentiality and that is properly labeled.

"Services" means the services to be performed by Contractor in accordance with the Price Agreement.

"State" means the State of Oregon.

"WSPC" means the Washington State Purchasing Cooperative, an agreement through which certain state of Washington qualified organizations may access certain State contracts for goods and services. The current member list is found at this link: <https://fortress.wa.gov/ga/apps/coop/Default.aspx>

1.2 Services.

1.2.1 During the term of the Price Agreement, Contractor shall provide the Services identified in Exhibit A in the quantity requested and at the time and place requested by an Authorized Purchaser.

1.2.2 Services shall be ordered by an Authorized Purchaser by use of a Purchase Order as described in Exhibit A.

1.2.3 Contractor shall remit to DAS PS Volume Sales Reports. as described in Exhibit D.

1.2.4 All Services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards for armored vehicle services. Unless the method of performing a task is specified otherwise in this Price Agreement, Contractor shall employ methods that are generally accepted and used by the armored vehicle services industry. Failure to meet the performance requirements of this Price Agreement shall constitute a material breach.

1.3 Term.

1.3.1 The initial term of the Price Agreement begins on the date this Agreement has been signed by PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends five years from the Effective Date unless terminated sooner in accordance with this Price Agreement. The Price Agreement may be extended for additional periods ("Extension Terms") by agreement of the parties as set forth below. The maximum term of this Price Agreement is ten (10) years.

1.3.2 DAS PS shall notify Contractor in writing prior to the expiration of the then current term if the DAS PS intends to extend the Price Agreement (the "Renewal Notice"). If Contractor agrees to the extension, it shall sign and return the Renewal Notice to DAS PS within the time period specified therein. If the Contractor does not agree, the Price Agreement shall expire according to its terms unless earlier terminated.

1.3.3 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Price Agreement for a maximum of six (6) calendar months beyond any term. DAS PS shall notify Contractor in writing of the six-month extension prior to the expiration of the then current term.



1.4 Pricing, Invoicing and Payment.

1.4.1 Invoicing of Authorized Purchasers and payment of the Contractor for the Services shall be as described in Exhibit B.

1.4.2 The Authorized Purchaser obtaining Services under this Price Agreement is solely responsible for the payment of all amounts due to the Contractor. Contractor agrees to look only to the Authorized Purchaser for payment.

1.4.3 This Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. The Price Agreement is enforceable for the period stated in the Price Agreement and notwithstanding ORS 72.2050; obligations there under are not revocable by the Contractor. See ORS 279B.140.

1.4.4 Prices for the Services may be adjusted only as described in Exhibit B.

1.4.5 Fuel Surcharges may be applied only as prescribed in Schedule B Fuel Surcharge Table.

1.5 Representations and Warranties.

1.5.1 The Contractor represents and warrants as follows:

- a) Contractor has the power and authority to enter into and perform the Price Agreement and any resulting Contracts. The Price Agreement and resulting Contracts, when executed and delivered, shall be valid and binding obligations of Contractor enforceable in accordance with their respective terms.
- b) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.
- c) Contractor is and shall be, at all times during the term of this Price Agreement, qualified, professionally competent, and duly licensed to perform Services.
- d) Any goods provided as a part of the Services shall:
 - i. be free and clear of any liens or encumbrances; and
 - ii. comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

1.5.2 All warranties provided shall be cumulative, and shall be interpreted expansively so as to afford the Authorized Purchasers and the State with the broadest warranty protection available.

1.6 Termination. The Price Agreement may be terminated as follows:

- a) The Price Agreement may be terminated at any time by mutual written agreement of DAS PS and Contractor.
- b) DAS PS may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor for any or no reason.

The Contractor has no unilateral right to terminate the Price Agreement prior to the expiration or termination of the term of the Price Agreement.



1.7 Access to Records and Audit Rights. Contractor shall maintain, retain, and keep accessible all records relevant to the Price Agreement and Contracts (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement, whichever date is later ("Record Retention Period"). Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record-Retention Period established in this Section, Contractor shall permit DAS PS and its duly authorized representative's access to the Records at reasonable times and places for purposes of examination and copying.

1.8 Compliance with Applicable Laws and Standards.

1.8.1 Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Price Agreement and any resulting Contract, all of which are incorporated herein by reference to the extent applicable.

1.8.2 DAS PS's agreement to maintain this Price Agreement in effect is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

1.8.3 Contractor shall, to the maximum extent economically feasible in the performance of this Price Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.9 Amendments. No amendment of this Price Agreement is valid unless it is in writing and signed by the parties.

1.10 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS's consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.11 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

1.12 Insurance. Prior to the Effective Date, Contractor shall obtain at its own expense, from insurance companies authorized to transact the business of insurance and issue coverage in the state of Oregon which are acceptable to DAS PS, the insurance described in Exhibit C.



1.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

1.14 Notices. All notices required under the Price Agreement shall be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative is identified in the Purchase Order. Contractor's authorized representative shall be the individual identified in this Price Agreement. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

1.15 Governing Law, Venue and Consent to Jurisdiction.

1.15.1 The Price Agreement and any Contract shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of laws.

1.15.2 Any claim, action, suit or proceeding (collectively, "Claim") between DAS PS and Contractor that arises from or relates to the Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

1.15.3 Any claim, action, suit or proceeding between an Authorized Purchaser that is not an agency of the state of Oregon and Contractor that arises from or relates to a Contract shall be brought and conducted in accordance with Oregon or Washington law as applicable.

1.16 Subcontracting. Contractor shall not subcontract the provision of Services under the Price Agreement or a Contract, in whole or in part, without the prior written approval of DAS PS. Further, no such written approval shall relieve Contractor of any obligations under the Price Agreement or any resulting Contract, and any subcontractor or transferee shall be considered the agent of Contractor. The provisions of the Price Agreement and the Contract shall be binding upon, and shall inure to the benefit of the parties to the Price Agreement and their respective successors and permitted assigns.

1.17 Assignment and Delegation.

1.17.1 Contractor may not assign any of its rights under this Price Agreement except with the prior written consent of the other party. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, a "change of control" is deemed as an assignment of rights and "merger" refers to any merger in which a party participates regardless of whether it is the surviving or disappearing entity.

1.17.2 Contractor may not delegate any performance under this Price Agreement.

1.17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.



1.18 Merger Clause; Amendment; Waiver.

1.18.1 The Price Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Price Agreement.

1.18.2 No waiver, consent, or amendment of terms of the Price Agreement shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given.

1.18.3 The failure of DAS PS to enforce any provision of the Price Agreement shall not constitute a waiver by the Authorized Purchaser of that or any other provision.

1.18.4 The parties anticipate that the Price Agreement may be amended by adding additional Services of the kind or type within the scope of this Price Agreement to those Services already identified in Exhibit A. In addition the parties anticipate deleting services; modifying the pricing; modifying the statement of work, and terms and conditions.

1.19 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce the terms of this Price Agreement. Nothing in this Price Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement.

1.20 Certification of Compliance with Tax Laws. By my signature on this Price Agreement, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

1.21 Certification of Compliance with Non-Discrimination Laws.

By my signature on this Price Agreement, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that the Contractor is not in violation of any nondiscrimination Laws.

1.22 Ownership of Materials. Any materials and communications developed by the Contractor within the course of performance of any Contract established by this Price Agreement shall be the property of the State, which shall be free to use such materials and communications as it sees fit.

1.23 Confidentiality. The Contractor shall not use or disclose at any time during or after the termination of this Price Agreement, any information discovered or developed in the course of the performance of this Price Agreement without the express written consent of an authorized representative of DAS PS. Any and all reports related to this Price Agreement shall be submitted to DAS PS's designated contact or designee. The Contractor shall maintain strict confidentiality of all test results.

1.24 News Release. News releases pertaining to this Price Agreement shall be made only with the prior written consent of DAS PS, and then only in coordination with the Oregon Department of Administrative Services.

II. TERMS FOR CONTRACTS UNDER THIS PRICE AGREEMENT

2.1 Contract Documents; Order of Precedence. The Contract consists of the Purchase Order and the provisions of this Part II and Exhibits A through D and Schedules A and B of the Price Agreement. In the event of a conflict between the Purchase Order and provisions of Part II and, Exhibits A through D and Schedules A and B, the provisions of Part II and Exhibits A through D and Schedules A and B take precedence.

2.2 Compliance with Applicable Laws and Standards.

2.2.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Contract as they may be adopted or amended from time to time.

2.2.2 Authorized Purchaser's performance under the Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to the Contract), 279B.230 and 279B.235 (if applicable to the Contract), which are incorporated into the Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

2.3 Foreign Contractor. If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.4 Time is of the Essence. Time is of the essence for performance of Contractor's performance obligations under the Contract.

2.5 Force Majeure. Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. Authorized Purchaser may terminate the Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.



2.6 Funds Available and Authorized; Payments. If Authorized Purchaser is an agency of the State of Oregon, payment obligations under the Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under the Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under the Contract.

2.7 Independent Contractor Status; Responsibility for Taxes and Withholding.

2.7.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by the Contract.

2.7.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under the Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.

2.8 Indemnification.

2.8.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THE CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THE CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE SERVICES. AUTHORIZED PURCHASER OR DAS PS SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER.

2.8.2 THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN



IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.9 Breach.

2.9.1 By Contractor. Contractor breaches the Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under the Contract; or
- c) Contractor commits any breach of any covenant, warranty, obligation or certification under the Contract, provided however that Contractor may cure the breach within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by Contractor.

2.9.2 By Authorized Purchaser. Authorized Purchaser breaches this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any breach of any covenant, warranty, or obligation under the Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.10 Remedies.

2.10.1 Authorized Purchaser's Remedies. If Contractor is in breach under Section 2.9.1, in addition to the remedies afforded elsewhere in the Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under the Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.11.1;
- b) Withholding all monies due for invoiced Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and



- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

If Contractor is in breach under Section 2.9.1, Contractor shall be responsible for any fees in excess of the then current agreed upon rates required to ensure that no lapse in service occurs. DAS PS reserves the right to make selection of a replacement contractor that is best suited to meet the needs of Authorized Purchasers and ensures uninterrupted service. This responsibility shall continue until DAS PS completes the procurement process and executes a replacement contract for the services covered by the Agreement.

2.10.2 Contractor's Remedies. If Authorized Purchaser terminates the Contract, or if Authorized Purchaser is in breach under Section 2.9.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 2.11.3, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid price for Services delivered and accepted by Authorized Purchaser. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.11 Termination.

2.11.1 By Mutual Consent. The Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.11.2 Rights of Authorized Purchaser. Authorized Purchaser may, at its sole discretion, terminate the Contract for convenience at any time prior to performance of the Service by Contractor. Authorized Purchaser may terminate the Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under the Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Services by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Services from the planned funding sources; or (c) Contractor is in breach of the Contract under Section 2.9.1. Upon receipt of written notice of termination, Contractor shall stop performance under the Contract if and as directed by Authorized Purchaser.

2.11.3 Rights of the Contractor. Contractor may terminate the Contract with a minimum ten (10) calendar days written notice to Authorized Purchaser, if Authorized Purchaser is in breach of this Contract as described in Section 2.9.2.

2.11.4 Contract Transition Plan. Contractor shall fully cooperate with DAS SP and Authorized Purchasers to effectively carry out the transfer of services to a subsequent contractor. Contractor agrees to work with DAS PS, Authorized Purchasers and the subsequent contractor to create and implement a transition plan and ensure that an effective and efficient transition between service providers occurs with no lapse in service. Contractor agrees to provide the subsequent contractor with any details pertinent to services provided to Authorized Purchasers under this Agreement.



2.12 Access to Records. Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.13 Notices. All notices required under the Contract must be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative is identified in the Purchase Order. Contractor's authorized representative is Contractor's Contract Administrator identified in the Price Agreement. Mailed notices will be deemed received five (5) business days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. If a notice is sent by facsimile, upon receipt by the party giving the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile machine and number. Personal delivery is effective upon delivery.

2.14 Governing Law. This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.15 Venue; Consent to Jurisdiction.

2.15.1 State Contract Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.15.2 ORCPP and WSPC Contract Venue; Consent to Jurisdiction. Any Claims between Contractor and an ORCPP or WSPC Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to the Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP or WSPC Authorized Purchaser's option, within such other county as the ORCPP or WSPC Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP or WSPC Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing



herein shall be construed as a waiver of ORCPP or WSPC Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.16 Survival. The following provisions survive termination or expiration of this contract: Sections 2.8, 2.10, 2.12, 2.14, 2.15, 2.17; Section 3 of Exhibit C ("TAIL" COVERAGE) and Exhibit D.

2.17 Severability. If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.20 Assignments, Subcontracts, and Successors. Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

2.21 Merger Clause; Amendment; Waiver. The Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of the Contract. There are no understandings, agreements, or representations, oral or written, not specified in the Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of the Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.22 Volume Sales Reports. Contractor shall comply with the VRS requirements of the Price Agreement set forth in Exhibit D.

2.23 Assignment of Antitrust Rights. Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under the Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under the Price Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of the Price Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.



The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
- B. Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws;
- C. Contractor will furnish federal identification number or Social Security number under a separate document;
- D. Contractor is bound by and shall comply with all requirements, terms and conditions contained in this Price Agreement;
- E. Contractor will furnish the Services in accordance with Contracts under this Agreement; and
- F. All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.



ACKNOWLEDGED AND AGREED:

Contractor (print Contractor's name): Loomis Armored US, LLC.

Authorized Signature: _____

By (print name): Jarl Dahlfors

Title: President & CEO

Date: 5/22/2013

Contractor Telephone Number: (713) 435-6700

Contractor Toll free Telephone Number: () N/A

Contractor Telephone Number for Collect Calling purposes: (713) 435-6700

Contractor Price Agreement Administrator (Type or Print):

Oronzo Coppola

Contact Telephone Number: (503) 289-8478

Fax Number: (503) 808-7235

E-Mail Address: Oronzo.Coppola@us.loomis.com

Contractor Contract Administrator (Type or Print): Oronzo Coppola

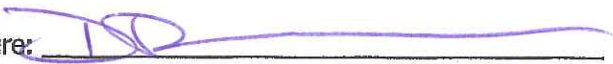
Contact Telephone Number: (503) 289-8478

Fax Number: (503) 808-7235

E-Mail Address: Oronzo.Coppola@us.loomis.com

SIGNATURE OF DAS PS'S AUTHORIZED REPRESENTATIVE:

DAS PS of Oregon acting by and through the Department of Administrative Services, DAS PS Purchasing Office

Authorized Signature: 

By (print name): Debbie Dennis

Title: Procurement Services Manager

Date: 5/21/2013

DAS PS Price Agreement Administrator (Type or Print): Dion Kerlee

Contact Telephone Number: (503) 378-2816

Fax Number: (503) 373-1623

E-Mail Address: dion.kerlee@state.or.us

APPROVED BY THE DEPARTMENT OF JUSTICE:

By: e-mail from Glen Driveness, AAG Dated: Wednesday, May 15, 2013 1:49 PM



EXHIBIT A
SERVICES; PURCHASE ORDERS

1. THE SERVICES: The Contractor shall provide secure collection, transportation and deposit of cash, monetary instruments and other valuable items. The Contractor shall adhere to a route schedule, based upon the times specified in the Collection and Delivery Schedule. If the time for pickup that is desired by an Authorized Purchaser is not feasible, the Contractor and Authorized Purchaser may agree to an alternate time. **In no case shall an Authorized Purchaser be scheduled for a time that is not requested by the Authorized Purchaser.**

- A. Contractor shall maintain a master list of Authorized Purchaser pick up locations. The Authorized Purchaser master list shall include columns for "Authorized Purchaser name", "Authorized Purchaser address", "Authorized Purchaser phone number", "Authorized Purchaser contact person", "agreed upon pick up days", "agreed upon pick up times" and "deposit destinations".
- B. Contractor shall ensure that collection and delivery time for each Authorized Purchaser does not vary more than 30 minutes from the approved route schedule. Collection of deposits shall not be scheduled for later than 4:30 PM. Deposits shall be delivered to the location(s) designated below by the times shown on the day the deposit is collected, unless otherwise specified. Collection days shown exclude Authorized Purchaser-observed holidays, unless otherwise requested by the Authorized Purchaser. If a pick-up time requested by the Authorized Purchaser is after the deposit cutoff time, the Contractor shall hold the deposit in its vault overnight for deposit the following business day.
- C. Contractor shall provide sufficient personnel and a back-up transport to ensure that service will be provided in a timely manner.
- D. Authorized Purchasers and locations may be added or deleted from this Price Agreement upon 30 days' written notification to the Contractor. Adding and deleting locations, amending pick up details and stopping or starting services shall be facilitated by submitting the form identified as Schedule A to the DAS PS Contract Administrator.

1.1 DEPOSIT DELIVERY: The Contractor shall deliver all items to the depository cash vault utilized by Authorized Purchasers the same day as collected. In the event the Contractor fails to deliver all items in the same day the Contractor shall retain the items in Contractor's vault and assumes all responsibility for the items until the items are delivered to the appointed depository. Contractor shall notify Authorized Purchaser immediately that the items were not delivered and shall indicate the location of the items and intended delivery time to the depository.

Contractor agrees to assume the liability for any loss, according to the terms of this Agreement, of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) and responsibility terminates when State or an Authorized Purchaser or its designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt.

1.2 DEPOSITORY LOCATION AND TIMES: Deposits shall be made on a daily basis at the following locations and at times agreed upon by U.S. Bank and Contractor:

Portland, U.S. Bank (TBD)

US Bank Tower



111 SW 5th Ave
Portland, OR 97204

1.2.1 Contractor shall not deviate from depositing to these locations without written permission from DAS PS. There shall be absolutely no bank branch deposits, supermarket branch deposits, or after hours deposits in depository boxes without the prior written permission of DAS PS.

1.2.2 DAS PS reserves the right to change deposit locations in the event the State of Oregon enters into a new Price Agreement with a different financial institution.

1.2.3 For Department of Motor Vehicles (DMV) deposits, the Contractor may deviate from the depository locations established in this Section at the request of each DMV location. The DMV location shall specify depository location to the Contractor. Further, for DMV locations outside of the Willamette Valley, Contractor may use bank branches as depository locations.

1.2.4 ORCCP and WSPC Authorized Purchasers may specify alternate depository locations to the Contractor.

1.3 CASH VAULT ACCESS: Contractor must adhere to the following requirements for Armored Vehicle access to US Bank cash vault docks:

1.3.1 The Contractor shall maintain the business license required to operate as an Armored Vehicle Service provider within the service region or local area being serviced.

1.3.2 The Contractor shall furnish US Bank with a recent photograph and signature list of all Contractor personnel requesting access. This list must be on Contractor's letterhead or authorized signature cards designed for that purpose. These must be updated any time staff additions or deletions are made. At no time will a Contractor employee be admitted into a US Bank cash vault facility without first having their picture and signature sample on file at that facility.

1.3.3 Bank cash vault management shall be notified within 24 hours whenever an authorized employee of the Contractor is dismissed or otherwise severs that employment.

1.3.4 Admittance to the cash vault shall only be granted to a qualified armored vehicle with the Contractor's name prominently displayed on the vehicle. Other vehicles such as vans, passenger automobiles, courier trucks and the like shall not be granted access to the dock area.

Unmarked armored vehicles will only be granted access to US Bank cash vault docks after receiving written approval from local US Bank cash vault management.

1.3.5 Contractor uniforms and Contractor-issued photo identification badges shall be worn by Contractor's employees at all times while on bank premises.

1.4 DEPOSITORY REQUIREMENTS:

1.4.1 Contractor shall not pick-up any depository bags that are not securely sealed or that appear damaged.

1.4.2 Contractor shall only accept tamper proof depository bags that are labeled with an identification number.

1.4.3 Contractor shall verify that the deposit slip is visible and readable through the clear depository bags. If non-clear bags are used, Contractor must verify bag identification numbers only.



1.4.4 Contractor shall require a signature from US Bank cash vault employee on its manifest acknowledging the receipt of the deposit.

1.5 AFFECTED PARTY NOTIFICATION: If Contractor's personnel are anticipated to be ahead of or behind schedule by more than thirty (30) minutes of the agreed-upon pickup time, Contractor shall notify all affected parties identified in the service commitment between the parties. This requirement includes, but is not limited to, depository personnel and the Authorized Purchaser's contacts.

1.6 EVEN EXCHANGE: Contractor shall provide even exchange of currency and coin as requested by Authorized Purchasers. Contractor shall provide next day delivery for coin or currency requests received before 12pm noon. Contractor shall provide Saturday, Sunday, and Monday delivery for coin or currency requests received before 12pm noon Friday. Contractor must provide coin and currency exchange at the rates outlined in Section 5 PRICING SUBMISSION FORM. Contractor shall itemize any even exchange charges on monthly invoice to Authorized Purchaser.

1.7 ARMORED VEHICLE REQUIRED: Contractor shall use an armored vehicle at all times while performing the services under this Price Agreement. Under no circumstances shall the Contractor allow the use of a non-armored vehicle under this Price Agreement. In the event of an armored vehicle breakdown, Contractor shall acquire an appropriate substitute, armored vehicle to complete the services required under the Price Agreement.

1.8 ONE VEHICLE: Contractor shall pick up receipts and those receipts shall stay secured in the same vehicle used until the receipts are deposited at the cash vault. The Contractor shall not transfer receipts from one vehicle to another, unless a circumstance prevents the original vehicle from completing the delivery to the cash vault. If a second vehicle is required, an armored vehicle must be used.

1.9 CONTRACTOR PERSONNEL: Contractor shall maintain an employment policy that includes but is not limited prior employment verification, motor vehicle records minimums, criminal background checks, drug screenings, medical examinations, credit reports and agility testing. Contractor shall not utilize any employee in the performance of services who has been convicted of any crime involving dishonesty, who is under indictment, has been convicted of ANY crime, or has any criminal, psychological, or employment history that in Contractor's reasonable judgment poses a risk to the security and confidentiality requirements of the Price Agreement or to the safety of persons.

DAS PS or Authorized Purchaser reserves the right to refuse Contractor, its employees, and its agent's access to its premises.

1.10 TWO-GUARD CREWS: Contractor shall provide two-guard crews when providing services. Armored vehicles shall NOT to be left unattended at any time and two guards are required for each vehicle. One guard shall stay with the vehicle while the other guard picks up the receipts.

1.11 UNIFORMS AND I.D. REQUIRED: Contractor's employees performing the collection of moneys and picking up the daily deposits from Authorized Purchasers are required to wear security guard uniforms and have photo identification pinned to the left front side of uniform while performing services.

1.12 CONTACT PERSONS: Contractor shall designate one or more persons responsible for Contractor's work under this Price Agreement. Contractor shall provide to DAS PS and Authorized Purchasers the names, addresses and telephone numbers of such persons and shall keep this information current at all times. Should contact with such persons require long distance calls, the State reserves the right to call collect.



1.13 CHANGE IN SPECIFICATIONS: Contractor shall notify PS any time changes or modifications would result in improved services or savings to Authorized Purchasers.

1.14 DESIREABLES: Any desirable components submitted by the proposer and accepted by DAS PS to be attached.

1.15 SPECIAL REQUIREMENTS: Special circumstances may occur at various Authorized Purchaser sites at certain times of the year that generate large volumes of deposits, i.e. University registration periods, athletic events, state fairs, tax collections, etc. Contractor shall cooperate with Authorized Purchaser to accommodate any special depository requirements as needed by the Authorized Purchaser. Contractor shall be notified by Authorized Purchaser of any special requirements at least one week prior to the event(s).

1.16 LICENSES AND CERTIFICATIONS: Contractor shall comply with the Private Security Providers Act as administered by the Oregon Department of Public Safety, Standards and Training, while performing the services required under this Price Agreement. Contractor or its employees shall have all required certifications and comply with all requirements as set forth in ORS 181.870 through 181.991.

Contractor will ensure that private security officers and managers are licensed by the Department of Public Safety, Standards and Training (DPSST), as Private Security Services Providers. Contractor shall be required to submit copies of licenses and certifications from the DPSST for any manager who oversees personnel and for all private security officers. Contractor shall keep current all licenses and certifications. Any changes shall immediately be sent to the DAS PS designated point of contact by electronic notification. Contractor will be required to submit copies of required licenses and certifications for any new managers and private security officers before they begin work.

2. PURCHASE ORDERS

2.1 Authorized Purchasers may order Services during the term of this Agreement using a form of Purchase Order as follows:

- a) Authorized Purchaser shall submit with each Purchase Order, a completed Schedule A Service Commitment Identifying the agreed upon service details. The Contractor shall sign the Service Commitment and forward to the DAS Procurement Services Contract Administrator.
- b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own Purchase Order forms.
- d) To be effective, the Purchase Order must specify all of the following:
 - i) The mandatory Purchase Order language set forth in section 2.6 below.
 - ii) The specific Services ordered.



- iii) The net price.
- iv) The requested delivery schedule.
- v) The delivery location(s).
- vi) The invoicing address.
- vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.

2.2 Contractor shall accept Purchase Orders from Authorized Purchasers that comply with the provisions of this Price Agreement until this Price Agreement terminates. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts. DAS PS is not obligated or liable under a Purchase Order unless DAS PS is the Authorized Purchaser.

2.3 A Contract created by a Purchase Order consists only of the terms specified or required by the Price Agreement. Additional, different or conflicting terms and conditions in any Purchase Order are of no effect. Contractor shall reject any Purchase Order that does not meet the requirements of the Price Agreement.

2.4 Contractor shall reject a Purchase Order from any entity that is not an Authorized Purchaser. Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<http://www.oregon.gov/DAS/EGS/ps/docs/orcpp/orcpp-member-list.pdf> ..

Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<https://fortress.wa.gov/ga/apps/coop/Default.aspx>

2.5 Nothing in the Price Agreement obligates any Authorized Purchaser to place any Purchase Order.

2.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO DAS PS OF OREGON **PRICE AGREEMENT # 3396**. THE PRICE AGREEMENT INCLUDING STANDARD CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

2.7 Authorized Purchaser shall add or delete locations, change pickup details and initiate or terminate services by submitting the form identified as Schedule A to the DAS PS Contract Administrator.

EXHIBIT B
PAYMENT, INVOICING AND PRICING

1.0 PAYMENT.

1.1 Authorized Purchaser shall pay Contractor for Services performed, accepted and properly invoiced at prices that do not exceed the prices set forth in this Exhibit B. Contractor and Authorized Purchaser may agree to lower prices. Those lower prices only apply to applicable Contract between Contractor and Authorized Purchaser.

1.2 Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.**

1.3 Payment for accepted Services provided to an Authorized Purchaser that is not an Oregon DAS PS Agency is due within 45 days of receipt of a proper invoice from the Contractor.

1.4 Payment for accepted Services provided to an Authorized Purchaser that is an Agency of the DAS PS of Oregon is governed by ORS 293.462.

1.5 Authorized Purchaser will not reimburse Contractor for any travel or parking expenses under this Price Agreement.

1.6 Upon request by DAS PS, Contractor shall provide the percentage of Contractor's total costs for labor, insurance, administrative costs, vehicles maintenance and repair, fuel and overhead as these items relate to the rates listed in Exhibit B.

2.0 INVOICES

2.1 Contractor may invoice an Authorized Purchaser at the end of each calendar month, and no more frequently. Each invoice must include the following information:

- a. The Price Agreement number;
- b. The Purchase Order number;
- c. Authorized Purchaser contact person;
- d. Service Addresses;
- e. Monthly Rate per address;
- f. Billing Period;
- g. Any allowable surcharges (if applicable per Section 4.0 and Schedule B);

2.2 Contractor shall send all invoices to Authorized Purchaser's administrator at the address specified or to any other address that Authorized Purchaser may indicate in writing to Contractor.

3.0 PRICE ADJUSTMENTS

3.1 All prices and discounts shall be firm for the Initial Term of the Price Agreement.

3.2 Adjustments in prices or discounts can be considered by the DAS PS, only at the time of renewal. Proposed price changes must be submitted 30 days prior to the Price Agreement renewal date and must be accompanied by documentation supporting such adjustments.



3.3 Price adjustments shall be equal to the percentage change (increase or decrease) of the base index identified in section 3.4, from the rate twelve (12) months prior e.g. January to January December to December etcetera. At no time shall the percentage increase exceed 5%.

3.4 Price adjustment requests must be supported by the following Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Series ID: PCU561612561612
Group: Security Guards and Patrol Services
Item: Security Guards and Patrol Services
Base Data: 200412
Website: <http://www.bls.gov/data/>

3.5 It is the Contractor's responsibility to provide documentation supporting any price adjustment requested. Documentation shall include, but is not limited to, all applicable indices and other direct costs to substantiate adjustment request.

3.6 Price increase requests will not be granted retroactively or for years in which Contractor failed to request increases.

3.7 Example of Price Adjustment calculation:

PPI Group	Bid Price	Index on contract execution (e.g., 1/1/12)	Index at 12 months (e.g., 1/1/2013)	Change in Index	Percent Change	Adjusted Price
SG & PS	125.00	109.3	110.2	.01	1%	\$126.25

3.8 DAS PS reserves the right to accept or reject any proposed price changes, in the best interest of the DAS PS. If the proposed price or discount changes are accepted, they shall become effective on the first day of the Extension Period.

3.9 DAS PS and Authorized Purchasers shall be given the benefit of any price decrease. Contractor shall notify DAS PS at the time of Price Agreement renewal, of the amount and effective date of the decrease. This decrease shall apply to orders placed on or after the Effective Date of the Price Agreement extension. Invoices shall reflect prices in effect on the date the Authorized Purchasers Ordering Document was written.

3.10 Should such decreased prices again increase during the term of the Price Agreement, including extensions, DAS PS shall honor the increase if acceptable documentation verifying the increase is submitted to DAS PS Procurement Office. DAS PS Procurement Office shall determine what constitutes acceptable documentation.



4.0 FUEL SURCHARGES

4.1 Contractor may assess a Fuel Surcharge to the monthly service rate only when the average diesel fuel rate exceeds \$4.00 per gallon as set forth in the West Coast less California, U.S. On-Highway Diesel Fuel Prices ("dollars per gallon") documented at the US Energy Information Administration's (EIA) Website, <http://www.eia.gov/petroleum/gasdiesel/> . The Allowable Fuel Surcharge Percentage is 5% (five percent) of the invoiced amount. The EIA average diesel rate must exceed the per gallon rate for 30 consecutive days prior to being applied to an invoice.

4.2 DAS-PS may request data relevant to fuel surcharges from contractor's fleet manager to substantiate fuel surcharges. Contractor is responsible for providing data as it relates to fuel consumption, and other averages required when calculating fuel surcharges. DAS PS reserves the right to reject any surcharges not adequately substantiated or not in compliance with Schedule B.

4.3 Fuel Surcharges may only be assessed for the month preceding the current months invoice. Example; a February invoice submitted for payment in March may include fuel surcharge for month of January.

4.4 Average MPG shall be based on the fuel usage in one calendar month divided by miles traveled in the same month. Average miles per day shall be calculated by dividing the miles traveled in the calendar month by number of vehicles in the Oregon fleet.

5.0 PRICING [ATTACH EXCEL PRICING FORM HERE]



EXHIBIT C INSURANCE

1 REQUIRED INSURANCE: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in DAS PS and that are acceptable to DAS PS.

DAS PS, Agency or Authorized Purchaser, as applicable, agree to notify Contractor, in writing of any claim for loss within one hundred twenty (120) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted; and unless such notice shall have been given, such claim shall be deemed waived. In the event of a loss involving checks, the State or Authorized Purchaser will cooperate to the fullest extent to which it is capable in reconstructing checks constituting a part of said loss and as to said claim.

1.1 WORKERS COMPENSATION:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

1.2 PROFESSIONAL LIABILITY:

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under a Contract under this Price Agreement. Contractor shall provide proof of insurance of not less than the following amounts:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).	

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).	

1.3 COMMERCIAL GENERAL LIABILITY:



Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the DAS PS. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$104,300, and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$521,400.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

1.4 AUTOMOBILE LIABILITY:

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$2,000,000.



AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$104,300, and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$521,400.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

1.5 EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

1.6 CRIME INSURANCE POLICY / ARMORED CAR LIABILITY INSURANCE

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, a commercial crime policy or blanket crime policy that protects the State from losses incurred inside or outside premises. The policy shall include protection from loss due to theft, employee dishonesty, disappearance, destruction and forgery. The policy shall include coverage for State-owned property in the care, custody and control of the Contractor and include money and securities and property other than monies. The policy shall include temporary employees in the definition of employees. The policy shall provide coverage for theft and mysterious disappearance and contain no requirement for arrest and conviction.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, Cash in Transit, Armored Car liability or comparable insurance covering coin, currency and checks unable to be identified on a dollar for dollar face value replacement basis up to \$100,000 per occurrence.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, check reconstruction insurance or comparable insurance up to \$50,000 per occurrence to provide funds for check reconstruction including stop payment fees, postage, labor and any other reasonable costs incurred to replace checks.

The insurance described in Section 1.6 is an example of the desired coverage. However, subject to the State's approval, the Contractor may satisfy this insurance requirement with other types of insurance that provides protection of the State's property.

2 ADDITIONAL INSURED:



The insurance required under this Contract shall include the Oregon Department of Administrative Services, Procurement Services, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

3 "TAIL" COVERAGE:

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to DAS PS, upon DAS PS's request, certification of the coverage required under this section.

4 NOTICE OF CANCELLATION OR CHANGE:

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to DAS PS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DAS PS.

5 CERTIFICATE(S) OF INSURANCE:

Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance prior to execution of the Price Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**EXHIBIT D
VOLUME SALES REPORTS**

1) Volume Sales Reports

- a) Contractor shall submit a Volume Sales Report ("VSR") to DAS PS no later than thirty (30) calendar days after the end of each calendar quarter. For the purposes of this Agreement, calendar quarters end March 31, June 30, September 30, and December 31.
- b) The VSR must contain:
- i) Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
 - ii) The information identified in document titled Volume Sales Report Template - Data Requirement. Format and Layout of the VSR and the required format of the E-mail to be submitted shall be provided as attachments to the "Notice to Proceed".
 - iii) Such other information as DAS PS may reasonably request in writing. Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales or credits. When no sales or credits have been recorded for the quarter a report must be submitted stating "No Sales or credits for the Quarter." This report indicating no sales or credits may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor's company name, the relevant Agreement Number, and the reporting period for the VSR.
- c) Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format. The VSR must be submitted by e-mail unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. CDs must be delivered to:

DAS Procurement Services

1225 Ferry Street SE, U140
Salem, OR 97301-4285
Attention: (Name of DAS PS Contract Administrator)

Delivered print-outs of VSRs or faxed VSRs are not acceptable.

- d) Contractor shall submit the first VSR to the DAS PS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to vcaf.reporting@state.or.us with a copy to the DAS PS Contract Administrator.



Schedule A

Contract XXXX Armored Vehicle Services Service Commitment

CONTRACTOR (Carrier) and AUTHORIZED PURCHASER, (Authorized Purchaser), agree that effective (date of account set up) this schedule Amends and is incorporated into Price Agreement XXXX Armored Vehicle Services between the parties (THE AGREEMENT) dated [CONTRACT EXECUTION DATE] by adding or amending the following locations, times, rates or depository locations. All other terms and conditions of Price Agreement XXXX remain in full force.

Term

The agreement shall be in full force and effect and subject to the terms set forth in Price Agreement XXXX Armored Vehicle Services from (date of account set up) until (contract term) and shall automatically renew on the anniversary of the effective date of this agreement unless canceled per the terms of Section 2.11 of the Price Agreement.

(I) Service Location(s) and Service Detail(s)

Date	Service Address	City	State	Contact	Phone Number	Daily Rate	Monthly Rate

(II) Depository Location(s) and Depository Detail(s)

Financial Institution	Depository Address	City	State	Contact	Phone Number	Opens	Closes

(III) Days of Service

Service Address	Depository Address	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

(IV) Holidays Observed / State Mandated Furloughs

Holiday						Special Requirements
New Years Day		Memorial Day		Veterans Day		
Martin Luther King Jr. Day		Independence Day		Thanksgiving Day		
Presidents Day		Labor Day		Christmas Day		
Easter		Columbus Day		Subject to Furlough		

(V) Billing Detail(s)

Entity	Billing Address	City	State	Zip	Contact	Phone Number

Agreement

CONTRACTOR, (Carrier), and AUTHORIZED PURCHASER, (Authorized Purchaser), agree to the aforementioned pick up locations, depository location, days and times of pick up and observed holidays or furloughs. Except as expressly agreed upon above, all other terms and conditions of Price Agreement XXXX are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Agreement and with the same effect as though made at the time of execution of the Contract.

Carrier: LOOMIS ARMORED US LLC

Authorized Purchaser: _____

Printed: FRED DANIEL RUSHING

Printed: _____

Signed: [Signature]

Signed: _____

Title: VICE PRESIDENT DISTRICT 1

Title: _____

Dated: 5-21-13

Dated: _____





Staff Report: 223-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023
12/18/2023

SUBJECT Vancouver Municipal Code Title 14 changes

Key Points

- Staff is proposing changes to multiple sections of Title 14 of the Vancouver Municipal Code (VMC)
- The proposed changes update miscellaneous fees; clarify definitions and intent; maintain consistency; correct inaccuracy; and ensure compliance with current practices

Strategic Plan Alignment

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

Present Situation

Staff regularly proposes code updates, clarifications, and changes as needed. VMC Title 14 pertains to water and sewer utilities. Staff is proposing a number of changes that will update miscellaneous fees, improve accuracy, comply with current practices, correct inaccuracy, and provide additional clarity. The attached summary provides a complete list of the proposed amendments to Title 14.

Advantage(s)

1. Help improve clarity in the application of the code.
2. Help ensure miscellaneous fees more accurately reflect the true cost of doing business.
3. Help maintain compliance with current practices.
4. Help correct errors in the code.

Disadvantage(s)

The fee adjustments will increase the costs to utility customers, although the City's overall utility costs remain competitive among comparable utility agencies in the northwest.

Budget Impact

Implementation of the new fee structure in 2024 and beyond will more accurately recover costs associated with provision of the various services provided by the utilities.

Prior Council Review

Council memo describing the proposed changes Dated November 16, 2023 (delivered November 22).

Action Requested

On Monday, December 4, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 18, 2023.

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

ATTACHMENTS:

- ▣ Title 14 summary of changes
- ▣ Ordinance

2023 Summary of Proposed Changes for VMC Title 14 – Water and Sewers

1st Reading is December 4, 2023; Public Hearing is December 18, 2023

This list contains the substantive changes proposed. See the ordinance for the complete wording of all changes.

Chapter Section	Topic	Proposed Change	Reason for Change
Chapter 14.04 Water and Sewer Use – Regulations and Charges			
14.04.090(A) – Changes for water meter and service line installation	Update rates	Update effective date and revise multiple rates in the table.	Update rates to reflect true costs
14.04.090(B) – Changes for water meter and service line installation	Update rates	Update effective date and revise multiple rates in the table.	Update rates to reflect true costs
14.04.100(A)(3)(c) new – Conditions of water and/or sewer service	New paragraph c, duplicate bill request	Insert “ <u>c. Duplicate bills mailed to different address shall be assessed a duplicate billing charge, sufficient to recover all costs of processing and mailing; and</u> ”	Recoup costs for duplicate bill requests
14.04.100(G)(3) – Conditions of water and/or sewer service	Text update	Revise “The customer or authorized agent shall be responsible for obtaining all building and right of way use permits required for work performed either on the premises or within public rights-of-way; provided, that the city may reimburse the customer for the cost of repair of that portion of the sewer lateral within dedicated public right-of-way, if damage to the sewer lateral was the result of deficiencies caused by acts or omissions of the city or third parties <u>hired by the city</u> not acting as agents of the customer, and specifically excluding damage to the sewer lateral resulting from deficiencies caused by acts of God, root intrusion from the customer’s trees or any other act or omission of the customer or customer’s agent(s) or contractor(s)...”	Sometimes we hire contractors to perform work on the City’s behalf

14.04.130 – Effect of leakage on bills	Text update	Add "...In cases where repairs are not visible, proof of repairs must be supplied. A given piece of property shall be entitled to the benefits of this section <u>one time in a 12-month period</u> unless it appears that continued waste of water is due to a continued negligent failure to repair..."	Encourage homeowners to fix leakage and reduce customers exploiting the system
14.04.190(K)(1)(c) – Billing procedure and conditions	Remove	Delete " c.—The household has received notice from the city that payment or payment arrangements must be made to prevent disconnection; " and renumber next bullet for consistency	Enable City to provide emergency assistance without having payment arrangements
14.04.190(K)(2) – Billing procedure and conditions	Text update	Revise " <i>Emergency Credit – Maximum.</i> Upon verification of eligibility, the household may receive an emergency credit of a maximum of \$400.00 of the delinquent <u>outstanding bill(s)</u> for the service address; provided, that the household may only receive such credit once in a 24-calendar-month period..."	Enable City to apply credit to a current bill and allow flexibility
14.04.210(D) – Water service – User charges	Revise per WAC 480-110-405 – The test must be at no charge to the customer, except the water company may charge for any additional meter tests requested by the customer within a twelve-month period as provided in it tariff.	Revise " Schedule of <u>The first meter test will be no charge to the customer, an additional meter tests requested by the customer within a twelve-month period will be charged per schedule of meter test</u> charges for test of a meter at the request of a customer where meter is found not defective:"	Compliance with WAC 480-110-405
14.04.280(D) – Procedure for extending mains	Correct code section reference	Revise "...VMC 14.04.235(GE)..."	The VMC was referencing the wrong code section.
14.04.280(E) – Procedure for extending mains	Text update	Revise e.g., " ...linear <u>linear</u> ..." and " ...his <u>their</u> ..."	Correct grammar and spelling
14.04.280(N) – Procedure for extending mains	Text update	Add at the end " <u>...The development shall be responsible for constructing maintenance access roads to and</u> "	Ensure developer provides a maintenance access through the easement

		through the easements in accordance with the department's standard details."	
Chapter 14.08 Connection to Public Sewers			
14.08.050 – Separate connections by tee- or wye-branch required	Text update	Revise "...Every main building shall be separately connected to or with the public sewer unless otherwise approved by the director. <u>Each unit within a main building that is of separate ownership shall be separately connected to the public sewer unless otherwise approved by the director...</u> "	Require separate sewer connections from each unit within a main building for billing purposes
Chapter 14.10 Pretreatment Ordinance			
14.10.040 - Definitions	Remove letter numbering	Remove letter numbering A through DDD (e.g. "A")	Simplify code and correct referencing
14.10.040(D)(4) - Definitions	Remove letter numbering and text update	Revise "The individuals described in <u>paragraph Section 14.10.040(D)(1-3)...</u> "	Simplify code and correct referencing
14.10.040 new-Definitions	New 'Disruption' definition	Insert " <u>Disruption. A discharge which causes (either by itself or in combination with other discharges) a deleterious impact on the structure, function, operation, or maintenance of the POTW, including an increase in maintenance or risk of harm to persons.</u> "	Defining 'disruption' for user understanding
14.10.040(U) - Definitions	Revise 'High Strength User' definition	Revise " U. <u>High Strength User. Any User who, in any given month, discharges non-domestic wastewater which is found to contain a monthly average of more than five hundred (500) pounds per day each of BOD and or five hundred (500) pounds per day of total suspended solids (TSS). Food service establishments that properly implement Best Management Practices (BMPs), and any User classified as an Electronics Customer in VMC 14.04.230, will not be considered a High Strength User.</u> "	Clarify definition for 'high strength users' and gives a clear definition of who are not considered a 'high strength user'
14.10.040(WW) - Definitions	Remove letter numbering and text update	Revise " WW. <u>Significant Industrial User or SIU. Except as provided in</u>	Simplify code and correct referencing

		paragraph {3} <u>below</u> of Section 14.10.040(WW)...”	
14.10.040(WW)(3) - Definitions	Remove letter numbering and text update	Revise “Upon a finding that a User meeting the criteria of <u>paragraph 2 above</u> in Section 14.10.040(WWXX)(2)...”	Simplify code and correct referencing
14.10.050(A) – Prohibited discharge standards	Text update ‘General Prohibitions’	Revise “No User or Domestic User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through, or Interference <u>or Disruption.</u> ”	To prohibit ‘disruption’ discharges
14.10.080(G) – Local limits	Text update	Revise “A High Strength User is <u>defined in VMC 14.10.040</u> any User who, in any given month, discharges wastewater found to contain a monthly average of more than five hundred (500) pounds per day each of Biochemical Oxygen Demand and five hundred (500) pounds per day of Total Suspended Solids. It shall be the responsibility of each User with the potential to meet the definition of a High Strength User to notify the Control Authority and apply for a permit. High Strength Users must apply for a permit and shall be subject to charges as determined by the Director and as amended and under the authority of this Ordinance up to any maximum loading limit established by permit. ”	Requiring potential ‘high strength users’ to notify the Control Authority and apply for a permit
14.10.300(C)(3) – Baseline Monitoring Reports	Remove letter numbering	Revise “ <u>Compliance Certification.</u> A statement, reviewed by the User’s authorized representative as defined in Section 14.10.040(D)...”	Simplify code and correct referencing
14.10.300(C)(5) – Baseline Monitoring Reports	Remove letter numbering	Revise “...Ordinance and signed by an authorized representative as defined by Section 14.10.040(D)...”	Simplify code and correct referencing
14.10.430(A) – Certification Statements	Remove letter numbering	Revise “The following certification statement must be signed by an authorized representative as defined by	Simplify code and correct referencing

		Section 14.10.040(D) and included when submitting.”	
14.10.840(B) – User charges and fees	Text update	Revise “Users not meeting the definition of a High Strength User shall pay, for that month, a sanitary sewer use fee equal to that of a eCommercial, or Industrial, Government, or Electronics customer as imposed by VMC 14.04 as amended.”	Added ‘government and electronics customer’ to align with VMC 14.04.230(A)(3)
14.10.850(B) – High strength user charges and fees	Text update	Revise “Rates for strength of industrial <u>non-domestic</u> wastewater from High Strength Users are established <u>as determined by the Director</u> for each pound of BOD and each pound of <u>TSS discharged to the POTW</u> suspended solids as determined by the Director. ”	Redefining rates of strength of ‘non-domestic’ wastewater from High Strength Users
14.10.850(C) – High strength user charges and fees	Text update	Revise “ Industrial Wastewater samples taken for the purpose of determining charges are to be taken by authorized representatives of the Director or as otherwise determined by the Director. The samples taken shall be twenty-four (24) hour composite samples, obtained through flow-proportioned composite samples, where feasible. Charges shall apply as specified in Section 14.10.850(B), as determined on the basis of at least one <u>be based on analysis of</u> twenty-four (24) hour flow proportioned or timed samples. analysis to be obtained twice per month and such analyses averaged for each month; provided, a new average for strength of industrial wastewater may be computed, regardless of previous averages, when changes in preliminary treatment or industrial process changes have been made which are expected to significantly change the average strength of the wastewater. Results from	Redefining sampling protocol

		<u>a minimum of two samples shall be averaged for each month. Charges shall be based on the average of results for the month."</u>	
Chapter 14.24 Erosion Control			
14.24.060(A) – Specific compliance requirements	Text update	Revise " <i>Inspection</i> . Prior to commencement of land disturbing activities, the City shall be contacted to obtain a City site <u>erosion control inspection shall be scheduled and approved utilizing the City's inspection scheduling system. Contacting the City to obtain Scheduling</u> the site inspection is the responsibility of the property owner on whose parcel the land-disturbing activity occurs and the person undertaking such activities..."	Requiring the scheduling of an erosion control inspection prior to land disturbing activities

12/04/23
12/18/23

ORDINANCE NO. M-_____

AN ORDINANCE relating to the water, sewer and surface water utility miscellaneous fees and regulations, amending Chapters 14.04, 14.08, 14.10, and 14.24 of the Vancouver Municipal Code; providing for savings, severability and an effective date.

WHEREAS, it is in the public interest to amend certain sections of Title 14 of the Vancouver Municipal Code to update miscellaneous fees; clarify definitions and intent; maintain consistency; correct inaccuracy; and ensure compliance with current practices; and

WHEREAS, these amendments are made pursuant to the City's police powers to promote and protect the life, health, and safety of the City's citizens and property; and

WHEREAS, with proper notice to the public, the City Council conducted a first reading of the proposed ordinance on December 4, 2023, and a public hearing concerning the Ordinance and proposed code changes on December 18, 2023.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Chapter 14.04 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.04

WATER AND SEWER USE – REGULATIONS AND CHARGES

Sections:

- | | |
|------------------|---|
| 14.04.090 | Charges for water meter and service line installation. |
| 14.04.100 | Condition of water and/or sewer service. |
| 14.04.130 | Effect of leakage on bills. |
| 14.04.190 | Billing procedure and conditions. |

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14.04.210 Water service – User charges.

14.04.280 Procedure for extending mains.

14.04.090 Charges for water meter and service line installation.

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of land, either vacant or occupied, shall be installed prior to such improvement at the property owner's expense.

A. Effective January 1, ~~2022~~ 2024, rates for meter and service installation shall be as follows:

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
5/8 x 3/4 with 1" service	\$2,325.00 <u>\$4,735.00</u>	\$2,245.00 \$4,600.00	\$135.00
1 inch	\$2,375.00 <u>\$4,780.00</u>	\$2,245.00 <u>\$4,600.00</u>	\$180.00
1-1/2 inch <u>with 2" service</u>	\$3,740.00 <u>\$8,150.00</u>	\$3,650.00 \$7,700.00	\$450.00
2 inches	\$4,110.00 <u>\$8,160.00</u>	\$3,650.00 <u>\$7,700.00</u>	\$460.00
3 inches	Note 1	Note 1	\$2,700.00 <u>\$1,300.00</u>
4 inches	Note 1	Note 1	\$3,200.00 <u>\$1,400.00</u>
6 inches	Note 1	Note 1	\$4,900.00 <u>\$2,200.00</u>
8 inches and larger	Note 1	Note 1	Note 2 <u>\$2,800.00</u>
<u>10 inches</u>	<u>Note 1</u>	<u>Note 1</u>	<u>\$3,800.00</u>
<u>12 inches</u>	<u>Note 1</u>	<u>Note 1</u>	<u>\$4,700.00</u>

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Note 1. The city does not install service larger than two inches. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

~~**Note 2.** Prices available upon request.~~

B. *Meter and Service Relocates.* Effective January 1, ~~2022~~ 2024, rates for relocation of water service shall be as follows:

Service relocates 10 feet and less	\$310.00 <u>\$1,100.00</u>
Service relocates over 10 feet	\$1,370.00 <u>New service</u> <u>rate, VMC</u> <u>14,04.090(A)</u>
Meter box raise/ raise yoke fee (in dirt)	\$150.00 <u>\$500.00</u>
<u>Meter box raise (in concrete)</u>	<u>\$1,200.00</u>
<u>Raise yoke fee</u>	<u>\$900.00</u>
One-inch yoke replacement fee	\$300.00 <u>\$1,200.00</u>

The city does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the city to work within the right-of-way, obtain a right-of-way permit, and complete all work themselves (including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the city setting the water meter.

C. Effective January 1, 2023, and January 1st of each year thereafter, the fees set by subsections [A](#) and [B](#) of this section shall be adjusted annually pursuant to the methodology set forth in VMC [3.08.100](#). The adjusted fee for each rate category shall be rounded to the nearest \$5.00. This annual adjustment shall not apply to the “meter only” fees. (Ord. M-4376 § 5, 2022; Ord. M-4363 § 4, 2022; Ord. M-4359 § 1, 2021; Ord. M-4257 § 2, 2018; Ord. M-

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4184 § 1, 2016; Ord. M-3755 § 4, 2006; Ord. M-2481 § 2, 1984; Ord. M-1167 § 4, 1970; Ord. M-578, 1961; Ord. M-144 § 8-A, 1954)

14.04.100 Conditions of water and/or sewer service.

A. *Accounts to be in name of the fee owner.* Effective October 1, 2006, all accounts for water/sewer/stormwater shall be kept in the name of the fee owner of the property or premises served; provided, that:

1. Rental tenants whose accounts are in their own names as of October 1, 2006, may retain their existing accounts in their names until they change service address or their accounts are otherwise terminated;
2. Tenants may put service in their own names pursuant to VMC [14.04.192](#) through [14.04.195](#);
3. As provided by RCW [35.21.217](#), the fee owner may request to have duplicate bills mailed to a tenant, lessee, contract buyer, or agent; provided, that:
 - a. This shall not relieve the fee owner from liability for charges incurred; and
 - b. Current contact information for the fee owner and for the tenant, lessee, contract buyer, or agent must be provided to the city, on forms approved by the city, in order for a customer/owner to have bills mailed to a tenant, lessee, or agent; and
 - c. Duplicate bills mailed to different address shall be assessed a duplicate billing charge, sufficient to recover all costs of processing and mailing; and
4. Nothing in this section shall prevent a tenant from paying a utility charge which has been billed to a fee owner.

B. *Ownership of Lines.* The department shall install, own and maintain all water service lines from the main to and including the meter. Water service lines from the main to and including the meter box may be installed by the customer's contractor, subject to payment of fees, inspection and approval by the city. Customer lines from the meter to the building or premises shall be installed, owned and maintained by the customer. Insofar as is possible, customer lines leading to such service lines shall be installed so that they will not be under any concrete walk or driveway or other obstruction.

C. *Individual Service Required.* Each service line or sewer lateral shall be connected to only one house or building or a multi-tenant commercial building and for only one consumer insofar as practicable; provided,

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that the owner of a multifamily building may at their option supply such building from a single connection, in which case the billing provisions of VMC 14.04.190 shall apply. Any meters that are inter-tied within the customer's system shall be combined into one account; separate accounts for inter-tied meters will not be allowed.

D. *Installation on Private Property.* Service lines and meters shall not be installed on private property except where the department finds that service can be afforded in no other practical way, in which case an easement granted to the city shall be secured from the legal owner.

E. *Charge for Installation of Larger Service Line or Relocation of Existing Service Line.* Whenever a customer desires to have a service line changed to a larger size, the customer shall pay all charges and fees applicable for installation of such larger size line and meter. Whenever a customer desires to have an existing service line relocated without a change in size of service the customer shall pay the costs as required in VMC 14.04.210(G). In either case, the work shall be done by the department at the customer's expense as provided in VMC 14.04.090. In all cases, the customer shall pay the costs thereof in advance.

F. *Transferring Customer Line.* Whenever a service line is relaid or changed in position for any reason by the department, the customer shall immediately upon notice and at the customer's own expense transfer the customer line to the newly laid or newly positioned service line.

G. *Customer Responsible for Installation and Maintenance.*

1. The water customer to be served by the department's mains shall install and maintain, at the customer's own expense, all water pipe, fixtures, and plumbing on the customer's premises and shall own and maintain the customer line to the meter.
2. The sewer customer to be served by the department's mains shall install and maintain, at the customer's own expense, the sewer lateral from the premises to the public sewer main and shall own and maintain the sewer lateral from the premises to the public sewer main.
3. The customer or authorized agent shall be responsible for obtaining all building and right of way use permits required for work performed either on the premises or within public rights-of-way; provided, that the city may reimburse the customer for the cost of repair of that portion of the sewer lateral within dedicated public right-of-way, if damage to the sewer lateral was the result of deficiencies caused by acts or omissions of the city or third parties hired by the city not acting as agents of the customer, and specifically excluding damage to the sewer lateral resulting from deficiencies caused by acts of God, root intrusion from the customer's trees or any other act or omission of the customer or customer's agent(s) or

contractor(s). A claim for such reimbursement shall be submitted to the city within 10 days of the incurrence of such costs and shall meet all of the following criteria:

- a. Eligible costs shall include only those actual expenses paid by the customer for any required city permits or to a licensed, bonded contractor.
- b. Only that portion of costs for repair work done within the dedicated right-of-way shall be eligible.
- c. The customer shall submit copies of the itemized invoices from the contractor. Such invoices shall indicate the type and cause or suspected cause of such damage.
- d. The amount of the reimbursement shall not exceed the estimated cost for installation of a new sewer lateral from the public sewer to the property line.
- e. All work shall be in conformance with city codes, ordinances and standards, including obtaining all necessary permits, inspections and approvals.
- f. The director shall investigate all claims submitted for reimbursement and shall determine the validity of such claims and the amount of reimbursement, if any, which is due the customer.

H. *Specifications for Customer Lines and Sewer Laterals.* All customer lines shall be laid to a depth of two feet below the surface of the ground and shall be equipped with a readily accessible valve for each house or building so that the customer may at any time shut off the entire water supply. Customer lines larger than two inches shall be equipped with an accessible gate valve controlling the full supply on the premises.

All sewer laterals shall be installed in accordance with the department's standard details and with Chapter [17.20](#) VMC. When a property is connected to public sewer each sewer lateral shall be provided with a cleanout to within six inches of finish grade at the property line, except that when a cleanout is provided at a distance not to exceed 30 feet from the property line, no additional cleanout will be required at the property line.

I. *Installation of Service Lines and Sewer Laterals.* All installations performed within public rights-of-way shall be performed by a licensed contractor acting as the owner's agent. The contractor shall be responsible for obtaining all necessary permits for work within the right-of-way. All installation shall be performed in accordance with the department's standard details.

J. *Liability for Leakage or Stoppage.* Under no condition shall the department be held responsible or liable for any partial or complete stopping of flow, any leakage, or damage to any customer's pipeline, fixtures, sewer lateral, plumbing, premises or contents therein, served by the water/sewer utility.

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K. *Approval of New, Relaid Lines.* Approval of all new, relaid or relocated customer lines must be secured from the department before water will be turned into the service.

L. *Temporary Water Use from Hydrants.* Temporary use of water from fire hydrants may be authorized by the director. “Temporary water use from hydrants” is defined as use of water from a fire hydrant where an established service point or permanent water meter is not available. The director shall approve a written policy that will include, but not be limited to, when temporary water use from hydrants will be permitted, the appropriate deposit for the renting of a temporary meter, conditions of forfeiture of water meter deposit, rental fees for the temporary meter, and fees for temporary water use from hydrants. Persons requesting temporary water use from hydrants shall apply for a temporary water use permit on forms prescribed by the city at the city of Vancouver utilities administration offices. Such permits shall be subject to conditions of use set forth therein, and subject to the written policy of the director, including provisions for cross connection control and other measures prescribed by the director to ensure the public safety and health and water conservation. This subsection shall not apply to authorized fire-fighting agencies.

M. *Temporary Service.* Where water service is desired from a permanent service line for a period of less than three years, upon approval of the director, it shall be considered temporary service, except that permanent buildings or establishments where service is discontinued because of change of occupancy shall not be considered as coming under this regulation.

N. *Tap and Line for Temporary Service.* When a new tap and service line is required for a temporary service, the department shall collect, at the time application is made, an amount covering the estimated installation cost as provided in VMC [14.04.090](#). The installation cost shall include all labor and material necessary for connection and disconnection and shall not be less than the regular charge for a new service.

O. *Advance Payment for Temporary Service.* In all cases of temporary service, the department shall collect in advance the minimum charge for one month for the size of meter in use and in no case shall the charge be less than this amount. Temporary services shall be billed at the rate applicable to the current use of the premises.

P. *Transfer of Temporary to Permanent Status.* Temporary service may be transferred to permanent service status upon payment of system development charges effective as of the date of transfer to permanent status as assessed by VMC [14.04.235](#).

Q. *Existing Service Out of Use.* When any existing service line of two inches or less has been out of use for three years or more, the same shall be considered out of service and shall not be used again for water service purposes, unless the department determines that the existing service line is acceptable. (Ord. M-4359 § 1, 2021;

Ord. M-4022 § 4, 2012; Ord. M-3755 § 5, 2006; Ord. M-3543, 2004; Ord. M-2486 § 1, 1984; Ord. M-1167 § 5, 1970; Ord. M-810 § 7, 1966; Ord. M-604, 1962; Ord. M-144 § 9, 1954)

14.04.130 Effect of leakage on bills.

When any customer in any given billing period because of a broken water pipe on their premises, has used according to their meter, an amount of water which is more than double the average amount of water which had been used on such premises in similar period in prior years, the customer may apply to the city in writing for an adjustment under this section. If the customer reports that there are broken water pipes on their premises which have caused the high consumption of water and if repairs are verified by inspections by the city, the city shall thereupon reduce the bill in question to the average amount billed to such property for similar periods in previous years plus, for the excess over such average caused by such breakage, a special rate of only \$0.20 per 100 cubic feet. In cases where repairs are not visible, proof of repairs must be supplied. A given piece of property shall be entitled to the benefits of this section one time in a 12-month period unless it appears that continued waste of water is due to a continued negligent failure to repair. Reductions shall not be permitted on account of leaking toilets, plumbing fixtures, or unexplained usage and shall not exceed two bills.

The department may discontinue service to any premises if the owner, customer or consumer refuses to make repairs necessary to avoid waste of water. If reasonable efforts to contact the customer or consumer at the premises are not successful, and it is observable that water is being lost through leakage, the department at its option may terminate water service and shall post a written notice in a conspicuous location on the premises, documenting the reason for such termination of service. (Ord. M-4359 § 1, 2021; Ord. M-4022 § 5, 2012; Ord. M-3755 § 6, 2006; Ord. M-1421 § 1, 1973)

14.04.190 Billing procedure and conditions.

A. *Billing Period.* Bills for metered water service shall be rendered according to the registration of the meter at regular intervals and shall be due and payable upon mailing. Bills shall clearly state when they will be considered delinquent; provided, that no bill shall be considered delinquent until at least 15 days after mailing.

B. *Reading Meters.* Residential meters shall be read as nearly as possible at regular intervals, unless otherwise arranged by the department. There shall be no special vacation rate or reduction made on any water bill because of part-time or restricted use. If a meter is pulled and the account is closed at the customer's request or

if the account has been inactive for more than five years, upon installation of a new meter, all new meter installation fees shall apply.

C. *Billing When Meter Unread.* On metered service where the meter has not been read, the bill rendered shall be an average bill for the preceding year or applicable portion of year.

D. *Billing for Special Periods.* Opening and closing bills and bills for water service for periods less than the regular intervals shall be calculated on a pro rata basis.

E. *Bills for Special Services.* All bills for service charges, material and labor furnished, contributions to extensions and other authorized charges, shall be due and payable immediately upon presentation. If such bills are not paid, the department may refuse to furnish water service, and may shut off and discontinue service already being supplied until all bills are paid, and this without prejudice to its right to collect all amounts theretofore due.

F. *Separate Billing for Separate Meters.* When one customer is served by more than one meter on separate service lines, the meter minimum for each meter and the surcharge for water supplied may be calculated and billed separately.

G. *Responsibility for Joint Use.* When more than one consumer, whether a family, business, or other person, receives water through one meter on a single service line, in one building, and it is found impractical by the department to separate the water piping for each consumer, the customer shall be solely responsible and shall pay the total bill for such joint water service.

H. *Joint Consumer Responsibility.* All service to joint consumers shall be on the basis that if it becomes necessary to enforce these rules and regulations against any or all joint consumers that the department shall have the right to shut off the entire supply to all the joint consumers. Separate meters shall be installed and separate bills rendered to each consumer if the customer separates the piping and installs individual supply pipes from the property line.

I. *Separate Billings Required.* When two or more houses, buildings or other premises occupied by separate consumers are supplied from a single service connection, the customer shall immediately, upon notice from the department, separate each customer's lines and connect up individually to meters at the property line, and if separate services are not established within a reasonable time thereafter, the department may shut off the water and refuse further service to all such consumers.

J. *Billing Before Lines Are Separated.* Until the joint consumer lines are separated, computation of the total bill shall be made by multiplying the quantity in each bracket of the rate schedule by the number of consumers

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on one meter. The minimum charge shall be the regular minimum charge multiplied by the number of consumers served.

K. *Customer Emergency Assistance.*

1. *Eligibility.* Upon satisfactory proof, emergency assistance may be issued to each household for which:

- a. A member of the household is billed by the city for water services;
- b. The household has been verified by the city or the city's agent:
 - i. To have an annual income that, when combined with the annual income of all household members, meets the eligibility standards for the Low Income Home Energy Assistance Program (LIHEAP) authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58; and
 - ii. To not receive subsidized housing assistance;

~~c. The household has received notice from the city that payment or payment arrangements must be made to prevent disconnection;~~

~~d. c.~~ The household is served with city water service at a residential, single-family account.

2. *Emergency Credit – Maximum.* Upon verification of eligibility, the household may receive an emergency credit of a maximum of \$400.00 of the ~~delinquent~~ outstanding bill(s) for the service address; provided, that the household may only receive such credit once in a 24-calendar-month period. The household emergency credit maximum may be adjusted not more than once per calendar year by the director to address the impacts of future rate increases.

3. *Administrative Rules and Procedures.* Pursuant to VMC 14.04.020 and this section, the director of public works jointly with the director of financial and management services shall promulgate administrative rules and procedures not inconsistent with this section to implement the customer emergency assistance program. (Ord. M-4359 § 1, 2021; Ord. M-4327 § 1, 2021; Ord. M-4022 § 12, 2012; Ord. M-3978 § 1, 2011; Ord. M-3755 § 11, 2006; Ord. M-1167 § 8, 1970; Ord. M-810 § 11, 1966; Ord. M-772 § 2, 1965; Ord. M-604, 1962; Ord. M-144 § 17, 1954)

14.04.210 Water service – User charges.

A. Base Charge, All Customer Classes.

1. For all water customers, each customer shall pay a monthly base charge as follows:

Effective January 1, 2022

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits
a. 5/8 x 3/4 inch and under	per month	10.09	15.14
b. 3/4 inch	per month	13.39	20.09
c. 1 inch	per month	20.45	30.68
d. 1-1/2 inch	per month	38.02	57.02
e. 2 inch	per month	58.92	88.38
f. 3 inch	per month	108.01	162.02
g. 4 inch	per month	177.96	266.94
h. 6 inch	per month	353.14	529.70
i. 8 inch	per month	563.28	844.93
j. 10 inch	per month	843.30	1,264.95
k. 12 inch	per month	1,638.61	2,457.92

Effective January 1, 2023

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits (1.483 x Inside)
a. 5/8 x 3/4 inch and under	per month	10.54	15.63
b. 3/4 inch	per month	13.99	20.75
c. 1 inch	per month	21.37	31.69
d. 1-1/2 inch	per month	39.73	58.92
e. 2 inch	per month	61.57	91.31
f. 3 inch	per month	112.87	167.39
g. 4 inch	per month	185.97	275.79
h. 6 inch	per month	369.03	547.27
i. 8 inch	per month	588.63	872.94
j. 10 inch	per month	881.25	1,306.89
k. 12 inch	per month	1,712.35	2,539.42

Effective January 1, 2024

<u>Meter Size</u>		<u>Base Charge</u>	<u>Base Charge</u>
		Inside City Limits	Outside City Limits (1.466 x Inside)
a. 5/8 x 3/4 inch and under	per month	11.01	16.14
b. 3/4 inch	per month	14.62	21.43
c. 1 inch	per month	22.33	32.74
d. 1-1/2 inch	per month	41.52	60.87
e. 2 inch	per month	64.34	94.32
f. 3 inch	per month	117.95	172.93
g. 4 inch	per month	194.34	284.90
h. 6 inch	per month	385.64	565.35
i. 8 inch	per month	615.12	901.77
j. 10 inch	per month	920.91	1,350.05
k. 12 inch	per month	1,789.41	2,623.28

2. The monthly base charge set in subsection (A)(1) of this section does not include any charge for consumption of water.

3. The monthly base charge for any single-family residential customer shall not exceed the charge set in (b) above.

B. *Volume Charge (Uniform Volume).*

1. In addition to the monthly base charge in subsection (A)(1) of this section, each customer shall pay the following additional charge on his/her bill, based upon the amount of water consumed per each billing period:

Effective January 1, 2022

Customer Class	Inside City Limits	Outside City Limits
Single-Family:	2.85/CCF	4.28/CCF
Multifamily:	2.45/CCF	3.68/CCF
Nonprofit Shelters:	0.63/CCF	0.94/CCF
Commercial ¹ and Industrial ¹ :	2.45/CCF	3.68/CCF
Government ¹ :	2.18/CCF	3.27/CCF

Effective January 1, 2023

Customer Class	Inside City Limits	Outside City Limits (1.483 x Inside)
Single-Family:	2.98/CCF	4.42/CCF
Multifamily:	2.56/CCF	3.80/CCF
Nonprofit Shelters:	0.66/CCF	0.98/CCF
Commercial ¹ and Industrial ¹ :	2.56/CCF	3.80/CCF

Customer Class	Inside City Limits	Outside City Limits
		(1.483 x Inside)

Government ¹ :	2.28/CCF	3.38/CCF
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Effective January 1, 2024

Customer Class	Inside City Limits	Outside City Limits
		(1.466 x Inside)

Single-Family:	3.11/CCF	4.56/CCF
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Multifamily:	2.68/CCF	3.93/CCF
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Nonprofit Shelters:	0.69/CCF	1.01/CCF
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Commercial ¹ and Industrial ¹ :	2.68/CCF	3.93/CCF
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Government ¹ :	2.38/CCF	3.49/CCF
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1 Note: As this use is classified under VMC Title [20](#).

2. All volume charges are computed per 100 cubic feet (CCF).

3. “Single-family customer” class shall include single dwelling unit with one meter, mobile homes either on individual lots or in mobile home parks. This also includes ADUs that take water and sewer service from service connections separate from the primary residence. This definition is for utility billing purposes only.

4. “Multifamily customer” class shall apply to customers with two or more living units per meter. This also includes ADUs that share water or sewer service from service connections for the primary residence. This definition is for utility billing purposes only.

5. *Nonprofit Shelter*. For the purpose of applying the rates as set forth in subsection [\(B\)\(1\)](#) of this section, the term “nonprofit shelters” shall be defined to mean a facility operated by a nonprofit

organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.

C. *Charges for Cutting Off and Restoring Service.*

1. *Service Cut-Off.*

- a. *Cutting Off Service for Nonpayment.* There shall be a \$40.00 charge to cut off service for nonpayment. There shall be no additional charge for restoring service after such cut-off.
- b. *Emergencies – Cut-Off.* No cut-off charge shall be made if service is cut off to meet an actual emergency.
- c. *Customer Request.* No cut-off charge shall be made if service is cut off at customer's request for the first such request. Each additional request shall be a \$25.00 charge during regular office hours and \$125.00 outside of regular office hours.

2. *Restoring Service.*

- a. For starting or restoring service at the customer's request, there shall be a charge of \$25.00 if requested during regular office hours, and a fee of \$125.00 for each such request outside of regular office hours.
- b. *Altered Service.* If the meter or service has been altered without the written authorization of the director, the charge shall be \$15.00 additional to all other charges in this section.
- c. *Multiple Cut-Off/Restoration Requests.* For customers who require more than one trip to the service address to cut off or restore service at their request, there shall be a fee of \$25.00 per each additional trip during regular office hours.

D. *Testing Meters – Customer's Request.* ~~Schedule of~~ The first meter test will be no charge to the customer, an additional meter tests requested by the customer within a twelve-month period will be charged per schedule of meter test charges for test of a meter at the request of a customer where meter is found not defective:

1 inch and under	\$50.00
1-1/2 inch	\$60.00

2 inch	\$60.00
3 inch	\$80.00
4 inches or more	At cost
Meter resets	\$50.00

Meters tested and found to be defective will be replaced at no cost to the customer for testing or for replacement.

E. *Testing Meters – Other Than at Customer’s Request.* The city reserves the right to test meters at any time. No charge will be made to the customer for meters tested pursuant to this subsection.

F. Temporary water use from hydrant fees shall be set by the director pursuant to VMC [14.04.100\(L\)](#). (Ord. M-4391 § 1, 2022; Ord. M-4359 § 1, 2021; Ord. M-4315 § 1, 2020; Ord. M-4239 § 10, 2018; Ord. M-4193 § 4, 2017; Ord. M-4184 § 2, 2016; Ord. M-4143 § 2, 2015; Ord. M-4099 § 1, 2014; Ord. M-4032 § 1, 2012; Ord. M-4022 § 19, 2012; Ord. M-4007 § 1, 2011; Ord. M-3899 § 1, 2008; Ord. M-3755 § 16, 2006; Ord. M-3689 § 1, 2005; Ord. M-3651 § 1, 2004; Ord. M-3398, 1998; Ord. M-3337, 1997; Ord. M-3096 § 1, 1993; Ord. M-3061 § 1, 1993; Ord. M-2920 § 1, 1990; Ord. M-2913 § 1, 1990; Ord. M-2848 § 1, 1989; Ord. M-2659 § 2, 1986; Ord. M-2520 § 2, 1985; Ord. M-2278 § 1, 1982; Ord. M-2256 §§ 1-4, 1981; Ord. M-2166 § 1, 1980; Ord. M-2144 §§ 1-8, 1980)

14.04.280 Procedure for extending mains.

A. *Size of Main Extensions.* All sewer and water main extensions installed whether within or without the corporate limits of the city shall be eight inches in diameter or larger unless otherwise authorized by the director; provided, the director may require the main extensions to be larger than eight inches if it appears that the water and/or sewer needs of the area will require larger mains within the expected life of the main.

B. *Design Criteria.* Proposed water and sewer lines must be designed in accordance with master plan sizes, elevations, alignments, and capacities as found necessary by city staff for overall system development and network extensions.

C. *Development Extension Criteria.* Developing properties must at a minimum extend utility lines to the site, across the property frontage, and through the property, to allow connection and also to allow extensions for the

development of adjacent parcels. Additional off-site work may be required at the department's discretion to provide an off-site sewer line extension, or looped water main for water quality, fire protection, or system redundancy purposes. All development main extensions must be made from existing public mains.

D. *City Participation Criteria.* The director will consider requests for project participation under the conditions of VMC 14.04.235(GF) whereby SDC credits may be granted. In addition to SDC credits, the director may instead, under the same criteria as for SDC credits, authorize the contribution of city-supplied materials.

E. *Customer Expense.* All new mains and all new extensions of mains required to serve new customers shall be laid at the expense of the customers. The cost of such mains shall be assessed either by the formation of a local improvement district under Chapter 35.50 RCW, as applicable, or in lieu of formation of such district such new customers may pay to the city in cash the actual costs of the pipes, valves and fittings to be installed and the actual costs of the mains to be installed, according to the records which shall be kept by the city.

Anyone later desiring to connect a house or building to a main which has been constructed or extended by the city by means other than by formation of a local improvement district may do so only upon payment to the city, in addition to normal connection charges, of a "main line fee." Said fee shall have been computed by the director upon completion of construction of the main by dividing the cost thereof by the number of parcels of property and considering the ~~linear~~ linear feet of each such parcel which in ~~his~~ their opinion could connect thereto either at the time of construction or later. Said fee shall be filed in the office of the department of public works and be a public record. When applicable, the "main line fee" must be paid in cash prior to connection to the main. The cost for each customer shall be ratable and computed in proportion to the whole cost according to the entire number of continuous ~~linear~~ linear feet of frontage owned by the customer which abuts upon the street, alley or easement in which the main lies or by some other equitable method selected by the director.

F. *Terms of Payment.* The charge mentioned in subsection E of this section is in addition to any other new tap, service line, or connection charge and either must be paid in full in cash or by LID warrants before such customer shall receive water service.

G. *Requirement to Install Larger Main.* If in the judgment of the city it is to the best interests of the city and of the general locality where a new main is contemplated to install a larger main than that needed by the owners immediately abutting upon the street, alley or easement in which the main is to be placed, the city may require installation of such larger main and shall with the director's approval pay the increased difference in cost between installation of the smaller and of the larger main or supply the pipe or apply SDC credits.

H. *Development Agreement.* The city may enter into a development agreement pursuant to RCW 36.70B.170 under which a developer will construct water or sewer facilities to serve an area in which the development is located and the expense of such facilities may be reimbursed by the city through system development charge (SDC) credits pursuant to VMC 14.04.235. Anyone later desiring to connect to and use facilities constructed pursuant to such a development agreement may do so only upon payment to the city of normal connection charges. This must be paid in full in cash before such customer shall receive water or sewer service.

I. *Supervision of Connection.* The department shall not connect to or provide service to any main or pipe unless that pipe was installed under the supervision of the department engineer and approved in writing with the consent of the state health department.

J. *Conditions for Approval.* The director shall not grant such approval if the main or pipe be of inferior material or improperly constructed or likely to produce future difficulties for the department through complaints of insufficient supply or pressure, leakage or waste.

K. *Meter Accessibility.* The department shall not connect to or provide service to any main unless that pipe was installed in a public road or alley in such manner that each and every meter shall be easily accessible to the meter reader.

L. *Quality of System.* In the interest of development of desirable districts the department shall not supply nor connect to its own or by private line any recorded or unrecorded subdivision or part thereof hereafter laid out, inside or outside the city limits, unless the plat or plan of same is substantially equal in standard to that adopted by the city of Vancouver of suburban areas.

M. *Negotiating Contract.* If the foregoing regulations are complied with, and not otherwise, the department may negotiate the terms of a contract (to be approved by the city attorney and accepted by the council) for the supply of water through lines owned by others. Such supply may be at wholesale rates through a single meter or through individual service meters owned by the city. Such contract shall specify that the prevailing schedule or rate shall apply. If the supply is through individual meters, a percentage of the annual total of bills for water sold through such a system may under such contract be paid annually in one sum to the owners thereof to amortize the purchase of the system.

N. *Easement Requirements.* When public sanitary sewer and water mains are extended outside of public rights-of-way to serve new development, the mains shall be extended in easements dedicated to the city of Vancouver. The minimum easement width for a single utility main is 15 feet. Two utilities require a minimum 20-foot-wide easement. Obstructions, including fences and other structures, shall not be placed over grantee's facilities or in, upon, or over the property within such an easement without the prior written consent of the city

of Vancouver. An access easement shall also be dedicated to the city of Vancouver to provide proper access to the sewer and water easement location and infrastructure for maintenance. The development shall be responsible for constructing maintenance access roads to and through the easements in accordance with the department's standard details. (Ord. M-4359 § 1, 2021; Ord. M-4082 § 5, 2014; Ord. M-4022 § 28, 2012; Ord. M-3332 § 1, 1997; Ord. M-981 § 1; Ord. M-810 § 15, 1966; Ord. M-298, 1956; Ord. M-144 § 22, 1954)

SECTION 2. Chapter 14.08 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.08
CONNECTION TO PUBLIC SEWERS

Sections:

14.08.050 Separate connections by tee- or wye-branch required.

14.08.050 Separate connections by tee- or wye-branch required.

It is unlawful for any person to make or cause to be made any individual connection to a city sewer unless such connection is made by means of a tee- or wye-branch, using city-approved methods and materials. Every main building shall be separately connected to ~~or with~~ the public sewer unless otherwise approved by the director. Each unit within a main building that is of separate ownership shall be separately connected to the public sewer unless otherwise approved by the director. A private garage, out-building or accessory dwelling unit located on the same property may have its plumbing connected to or with the plumbing of the main building if approved by the director. (Ord. M-4359 § 2, 2021; Ord. M-4022 § 33, 2012; Ord. C-432 § 5, 1951)

SECTION 3. Chapter 14.10 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.10
PRETREATMENT ORDINANCE

Sections:

14.10.040 Definitions.

14.10.050 Prohibited Discharge Standards.

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14.10.080	Local Limits.
14.10.300	Baseline Monitoring Reports.
14.10.430	Certification Statements.
14.10.840	User Charges and Fees.
14.10.850	High Strength User Charges and Fees.

14.10.040 Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

~~A.~~ Act or “the Act.” The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

~~B.~~ *AKART*: All Known, Available, and Reasonable methods of prevention, control, and Treatment. AKART shall represent the most current methodology that may reasonably be required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution. The term “best management practices” is considered a subset of the AKART requirement.

~~C.~~ *Approval Authority*. The Washington State Department of Ecology, Water Quality Program Manager.

~~D.~~ *Authorized or Duly Authorized Representative of the User*.

1. If the User is a corporation:
 - a. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control

mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in paragraph ~~Section 14.10.040(D)~~(1-3), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

~~E.~~ *Biochemical Oxygen Demand or BOD.* The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

~~F.~~ *Best Management Practices or BMPs.* Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 14.10.050(A) and (B) of this Ordinance and 40CFR Part 403.5(a)(1) and (b). BMPs may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

~~G.~~ *Bypass.* The intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.

~~H.~~ *Categorical Pretreatment Standard or Categorical Standard.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405 471.

~~I.~~ *Categorical Industrial User or CIU.* An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

~~J.~~ *City.* The City of Vancouver, the City Council of Vancouver, or the Director of Public Works, as appropriate.

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~~K.~~ *Control Authority.* The City of Vancouver.

~~L.~~ *Control Document.* A wastewater discharge permit or any other formal written wastewater discharge authorization or prohibition issued by the Director.

~~M.~~ *Composite Sample.* A representative composite of samples of a waste stream taken throughout the period of a calendar day or equivalent representative 24-hour period when discharges are produced by a regulated activity. Composite samplers must interface with a flow metering device to produce a representative “flow proportionate” composite sample unless the Director has determined that flow proportionate samples are not required or the analyte is not amenable to composite sampling (pH, temperature, oil, etc.).

~~N.~~ *Daily Limit or Daily Maximum Limit.* The maximum allowable discharge of a pollutant over a calendar day or equivalent representative 24-hour period. Where daily limits are expressed in units of mass, the daily discharge is calculated by multiplying the daily average concentration and total flow volumes in the same 24-hour period by a conversion factor to get the desired units. Where daily limits are expressed in terms of a concentration, the daily discharge is the composite sample value, or flow weighted average if more than one discrete sample was collected. Where flow weighting is infeasible, the daily average is the arithmetic average of all samples if analyzed separately, or the sample value if samples are composited prior to analysis.

~~O.~~ *Director.* The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance. The term also means a duly authorized representative of the Director.

~~P.~~ *Discharge.* Is the same as Indirect Discharge.

Disruption. A discharge which causes (either by itself or in combination with other discharges) a deleterious impact on the structure, function, operation, or maintenance of the POTW, including an increase in maintenance or risk of harm to persons.

~~Q.~~ *Domestic User or Residential User.* Any Person who contributes, causes, or allows the contribution of wastewater to the City POTW that the City determines is of similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include kitchen wastes, human wastes, and housekeeping cleaning materials in volumes and/or concentrations normally discharged from these classes of Users and typically include up to 100 gallons per capita per day, 0.2 pounds of BOD per capita per day, and 0.17 pounds of TSS per capita per day.

~~R.~~ *Environmental Protection Agency or EPA.* The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official.

~~S.~~ *Existing Source.* Any source of discharges subject to Categorical Standards and discharging prior to the promulgation of those Standards or otherwise not meeting the definition of a “New Source” in this Section.

~~T.~~ *Grab Sample.* A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

~~U.~~ *High Strength User.* Any User who, in any given month, discharges non-domestic wastewater which is found to contain a monthly average of more than five hundred (500) pounds per day ~~each~~ of BOD ~~and~~ or five hundred (500) pounds per day of total suspended solids (TSS). Food service establishments that properly implement Best Management Practices (BMPs), and any User classified as an Electronics Customer in VMC 14.04.230, will not be considered a High Strength User.

~~V.~~ *Indirect Discharge or Discharge.* The introduction of pollutants into the POTW from any User or non-domestic source subject to this Ordinance or other State or Federal regulations.

~~W.~~ *Industrial User.* Is the same as User.

~~X.~~ *Industrial Waste.* Any solid, liquid, or gaseous waste resulting from any industrial, manufacturing, trade, health service, educational institution, business, laboratory, research establishments or facility, or from the development, recovery, or processing of natural resources, excluding domestic waste; any non-domestic waste.

~~Y.~~ *Industrial Wastewater.* Wastewater, non-domestic wastewater, process wastewater or any liquid wastestream resulting from any industrial, manufacturing, trade, or business process; or from the development, recovery, or processing of natural resources.

~~Z.~~ *Instantaneous Limit.* The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. For analytes for which Users must take a grab sample for compliance purposes, this standard is the same as the daily maximum limit. For all other pollutants the instantaneous limit shall be twice the daily maximum limit. For analytes for which Users must take a composite sample for compliance purposes, this standard is twice the daily maximum limit.

~~AA.~~ *Interference.* A discharge which causes (either by itself or in combination with other discharges) a violation of the City’s NPDES permit(s) or prevents the intended sewage sludge use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment

processes. For example, a discharge from a User which causes a blockage resulting in a discharge at a point not authorized under the City's NPDES permit(s).

~~BB~~. *Local Limits*. Effluent limitations developed for Users by the Director to specifically protect the POTW from the potential of Pass Through, Interference, and intended biosolids uses. Such limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater.

~~CC~~. *Minor Industrial User or MIU*. Any Industrial User that does not otherwise qualify as a Significant Industrial User of the POTW and is identified by the Director as having the potential to discharge wastewater that, when taken into account with the wastewaters of other Industrial Users, may have a significant impact on the POTW; or is classified as such by the Director.

~~DD~~. *Medical Waste*. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

~~EE~~. *Monthly Average*. The arithmetic mean of the effluent sample results collected during a calendar month or specified 30-day period. Where composite samples are required, grab samples taken for process control or by the Control Authority are not to be included in a monthly average.

~~FF~~. *Monthly Average Limit*. The limit to be applied to the monthly average to determine compliance with the requirements of this Ordinance.

~~GG~~. *New Source*.

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining

whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

- a. Begun, or caused to begin, as part of a continuous onsite construction program,
 - i. Any placement, assembly, or installation of facilities or equipment; or
 - ii. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities that is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts, which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

~~HH.~~ *Non-Discharging Categorical Industrial Users or NDCIU's.* Any Person that generates wastewater subject to a Categorical Standard that does not discharge those wastewaters subject to the Categorical Standard to the POTW. NDCIU's are considered a potential source of indirect discharge.

~~H.~~ *Non-Contact Cooling Water.* Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Non-Contact Cooling Water may contain protective additives.

~~HH.~~ *Pass Through.* A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit(s), including an increase in the magnitude or duration of a violation.

~~KK~~. *Person*. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

~~LL~~. *pH*. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in standard units. pH is an expression of the intensity of the alkaline or acid condition of a liquid. The pH may range from 0 to 14, where 0 is most acid and 14 most alkaline.

~~MM~~. *Pollutant*. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, Carbonaceous Oxygen Demand, toxicity, or odor).

~~NN~~. *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

~~OO~~. *Pretreatment Facilities*. Wastewater treatment equipment, unit, device, facility or portions thereof designed for providing pretreatment of wastewater.

~~PP~~. *Pretreatment Requirements*. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

~~QQ~~. *Pretreatment Standards or Standards*. Pretreatment Standards shall mean discharge prohibitions (Section [14.10.050](#)), Categorical Pretreatment Standards (Section [14.10.060](#)), State Pretreatment Standards (Section [14.10.070](#)), local limits (Section [14.10.080](#)), and site specific limits based on potential for vapor toxicity, explosion, sewer corrosion, or other detrimental effects to the POTW.

~~RR~~. *Publicly Owned Treatment Works or POTW*. A treatment works, as defined by Section 212 of the Act ([33 U.S.C. Section 1292](#)), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

~~SS~~. *Residential User*. Is the same as a Domestic User.

~~TT~~. *Septage*. “Is the same as Septic Tank Waste.

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~~UU.~~ *Septic Tank Waste or Septage.* Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The Director may also consider wastes from chemical toilets, campers, trailers, or cesspools to be septic tank waste so long as they are absent chemicals at concentrations which might inhibit biological activity at the POTW.

~~VV.~~ *Sewage.* Human excrement and gray water (from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities).

~~WW.~~ *Significant Industrial User or SIU.* Except as provided in paragraph (3) ~~below of Section 14.10.040(WW)~~, a Significant Industrial User is:

1. A User subject to Categorical Pretreatment Standards; or
2. A User that:
 - a. Discharges an average of twenty five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement.
3. Upon a finding that a User meeting the criteria of paragraph 2 above in Section 14.10.040(WWXX)(2) has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in [40 CFR 403.8\(f\) \(6\)](#), determine that such User should not be considered a Significant Industrial User.

~~XX.~~ *Slug Load or Slug Discharge.* Any discharge of a non routine, episodic nature, including but not limited to an accidental spill or a non customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or permit conditions. This includes discharges at a flow rate or concentration which could cause a violation of the prohibited discharge Standards of Section [14.10.050](#) of this Ordinance.

~~YY.~~ *Standards.* Is the same as Pretreatment Standards.

~~ZZ.~~ *Storm Water.* Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~AAA.~~ *Total Suspended Solids or TSS.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

~~BBB.~~ *User or Industrial User.* Any Person that does not qualify as a Domestic User and is a source, or potential source, of indirect discharge.

~~CCC.~~ *Wastewater.* Any combination of liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~DDD.~~ *Wastewater Treatment Plant or Treatment Plant.* That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. (Ord. M-3970 §2, 2010)

14.10.050 Prohibited Discharge Standards.

A. *General Prohibitions.* No User or Domestic User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through, ~~or~~ Interference or Disruption. These general prohibitions apply to all Users and Domestic Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or requirements.

B. *Specific Prohibitions.* No User shall introduce or cause to be introduced into the POTW any of the following pollutants, substances, or wastewater:

1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair or are in any way injurious to the operation of the system or operating personnel. This includes waste streams with a closed cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in [40 CFR Part 261.21](#).
2. Wastewater having a pH less than 5.5 or more than 10.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. Discharges outside this pH range may be authorized by a permit issued by the City pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH.

3. Solid or viscous substances in amounts which may cause obstruction to the flow in the sanitary sewer or other Interference with the operation of the sanitary sewer system or POTW. In no case shall solids greater than 1/4 inch (0.64 cm) in any dimension be discharged. Specifically prohibited substances in amounts that produce interference include, but are not limited to: grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
5. Wastewater having a temperature which will interfere with the biological activity in the POTW, has detrimental effects on the collection system, or prevents entry into the sanitary sewer. In no case shall wastewater be discharged which causes the wastewater temperature at the treatment plant to exceed 104 degrees F (40 degrees C).
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Pass Through or Interference.
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Trucked or hauled pollutants, except at discharge points designated by the Director in accordance with Section [14.10.140](#) of this Ordinance.
9. The following are prohibited unless approved by the Director under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment sewage flows due to septic conditions (as required under WAC [173-216-050](#)):
 - a. Non-contact cooling water in significant volumes;
 - b. Stormwater, or other direct inflow sources; and
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the POTW.

10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sanitary sewers for maintenance or repair.
11. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit(s).
12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations.
13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted water, unless specifically authorized by the Director.
14. Sludges, screenings, or other residues from the pretreatment of industrial wastes.
15. Medical wastes, except as specifically authorized by the Director.
16. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
17. Detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.
18. Fats, oils, or greases of animal or vegetable origin in amounts that may cause obstructions or maintenance problems in the sanitary sewer system or in the POTW, or Total Petroleum Hydrocarbon (non-polar oil and grease) concentrations that exceed fifty (50) mg/L.
19. Wastewater causing any single reading over ten percent (10%) of the lower explosive limit based on an explosivity meter reading at the point of discharge into the POTW or at any point in the POTW.
20. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permit(s).
21. Any dangerous, extremely hazardous, or hazardous wastes as defined in rules or regulations published by the Washington State Department of Ecology or by EPA, except as specifically approved by the Director.

22. Any persistent pesticide and/or pesticides regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA) as amended.

23. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or create Interference with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed the limitation set forth in Categorical Pretreatment Standards, or State or local Standards.

24. Any substance which may cause the POTW's effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or which causes Interference with the reclamation process. In no case shall a substance be discharged to the POTW that will cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; or with any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act; or with the Clean Air Act, the Toxic Substances Control Act, or State Standards applicable to the sludge management method being used.

25. Any slug load as defined in this Ordinance, or any pollutant, including oxygen demanding pollutants, released in a single extraordinary discharge episode or such volume or strength as to cause Interference to the POTW; or released with a flow rate exceeding the permitted peak flow, or ten percent (10%) of the capacity of the available trunk sewer, whichever is greater.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW. (Ord. M-3970 §2, 2010)

14.10.080 Local Limits.

A. The Director may establish and periodically modify local limits pursuant to 40 CFR Part 403.5(c) based upon the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater using a method approved by the Approval Authority.

B. Unless the Director determines that the public health or safety require an earlier implementation, any modification the Director establishes to the local limits in Table 14.10.080-1 shall not go into effect until thirty days after reasonable notice of the changes is provided to the public and Persons known to the City who may discharge wastewater containing analytes subject to such local limits.

C. The pollutant limits in Table 14.10.080-1 are established to protect against Pass Through and Interference and reflect the application of reasonable treatment technology. No Significant Industrial User or Categorical Industrial User shall discharge wastewater in excess of the daily maximum limits shown in Table 14.10.080-1 unless authorized in writing by the Director. The Director may also apply the pollutant limits in Table 14.10.080-1 to other Users through the issuance of a control document.

D. The local limits shown in Table 14.10.080-1 apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Director may impose mass limits in addition to, or in place of, concentration based limits.

E. Significant Industrial Users and Categorical Industrial Users shall also be subject to “instantaneous limits” (as determined by a grab sample) of equal to twice the “daily maximum” concentration limit identified in Table 14.10.080-1 for any pollutant for which a composite sample is required in a permit. This provision is not applicable to SIU’s and CIU’s without the permit requirement to collect a composite sample for the analyte in question.

Table 14.10.080-1: Initial Local Limits (Subject to Director Modification)

Analyte	Daily Maximum Concentration Limit	Instantaneous Concentration Limit
Arsenic	0.22 mg/L	0.44 mg/L
Cadmium	0.14 mg/L	0.28 mg/L
Chromium	7.22 mg/L	14.44 mg/L
Chromium (hexavalent)	4.28 mg/L	8.56 mg/L
Copper	3.67 mg/L	7.34 mg/L
Cyanide	0.47 mg/L	0.94 mg/L

Analyte	Daily Maximum Concentration Limit	Instantaneous Concentration Limit
Lead	0.44 mg/L	0.88 mg/L
Mercury	0.008 mg/L	0.016 mg/L
Molybdenum	0.42 mg/L	0.84 mg/L
Nickel	0.90 mg/L	1.80 mg/L
Selenium	0.31 mg/L	0.62 mg/L
Silver	1.13 mg/L	2.26 mg/L
Thallium	0.53 mg/L	1.06 mg/L
Zinc	1.64 mg/L	3.28 mg/L

F. No User shall discharge wastewater in excess of the daily maximum limits shown in Table 14.10.080-2 unless authorized in writing by the Director. The standard limits in Table 14.10.080-2 apply at the point where the wastewater is discharged to the POTW.

Table 14.10.080-2: Standard Limits

Analyte	Daily Maximum Concentration Limit
Hydrocarbon based oil and grease	50 mg/L
Minimum pH	5.5 standard units

Analyte	Daily Maximum Concentration Limit
Maximum pH	10.0 standard units

G. A High Strength User is defined in VMC 14.10.040 ~~any User who, in any given month, discharges wastewater found to contain a monthly average of more than five hundred (500) pounds per day each of Biochemical Oxygen Demand and five hundred (500) pounds per day of Total Suspended Solids. It shall be the responsibility of each User with the potential to meet the definition of a High Strength User to notify the Control Authority and apply for a permit.~~ High Strength Users ~~must apply for a permit and~~ shall be subject to charges as determined by the Director ~~and as amended and~~ under the authority of this Ordinance ~~up to any maximum loading limit established by permit.~~

H. The Director shall use the individual permit process to establish ceiling limits for compatible pollutants and appropriate discharge limits for all other pollutants not listed in Section 14.10.080. This includes pollutants subject to regulation under RCRA, volatile or semi-volatile organic compounds, halogenated or brominated compounds, poly-aromatic hydrocarbons, polymers, surfactants, pesticide active ingredients, and any other pollutant identified by the Director.

I. The Director may establish and require Best Management Practices for any category of User or type of industrial process which creates a non-domestic waste stream. Such requirements may be applied either in lieu of or in addition to the local limits of Section 14.10.080. BMPs may also include alternative limits which may be applied at the end of a specific process or treatment step instead of at the combined effluent. (Ord. M-3970 §2, 2010)

14.10.300 Baseline Monitoring Reports.

A. When Categorical Standards for an industry category are published (promulgated), Users that perform that process and either currently discharge or are scheduled to discharge wastewater from the process to the POTW, must submit a “baseline monitoring report” to the Director. This report must contain the information listed in Section 14.10.300(C). The report is due within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, unless the final administrative decision on a category determination comes later.

B. Users that wish to begin discharging wastewater to the POTW from operations subject to Categorical Pretreatment Standards after EPA has published the Standards (called New Sources), shall submit a “baseline

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monitoring report” to the Director containing the information listed in Section 14.10.300(C). However, for New Sources, the report must be provided at least one hundred twenty (120) days before desiring to discharge. New Sources shall describe the method of pretreatment they intend to use to meet applicable Categorical Pretreatment Standards. Because monitoring data will not be available for proposed facilities, New Sources instead must provide estimates of the anticipated flow rates and quantity of pollutants to be discharged.

C. The baseline monitoring report shall include the following information:

1. All information required in Section 14.10.190(A)(1) through Section 14.10.190(A)(8).
2. Additional conditions for Existing Sources measuring pollutants.
 - a. Users shall take a minimum of one representative sample to compile the data for the baseline monitoring report.
 - b. Users shall take samples immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If the User mixes other wastewaters with the regulated wastewater prior to pretreatment, the User must provide the flows and concentrations necessary to apply the combined wastestream formula of Section 14.10.060(C) and 40 CFR Part 403.6(e). Where the User wants an alternate concentration or mass limit, and it is allowed by federal rules at 40 CFR Part 403.6(e), the User shall propose the adjusted limit and provide supporting data to the Control Authority.
 - c. Sampling and analysis shall be performed in accordance with Section 14.10.400 (sample collection), and Section 14.10.390 (sample analysis).
 - d. The Director may allow the report to use only historical data if the data is good enough to allow the evaluation of whether (and which) industrial pretreatment measures are needed.
 - e. The baseline monitoring report shall indicate the time, date, and place of sampling, methods of analysis. The User shall certify that the sampling and analysis presented is representative of normal work cycles and expected pollutant discharges to the POTW.
3. *Compliance Certification.* A statement, reviewed by the User’s authorized representative as defined in Section 14.10.040(D) and certified by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment steps are required to meet the Pretreatment Standards and requirements.

4. *Compliance Schedule.* While New Sources must install the treatment required to meet the Pretreatment Standards prior to operation, Existing Sources may be granted a compliance schedule where they must provide additional pretreatment and/or O&M to meet the Pretreatment Standards. In such cases, the User shall propose the shortest schedule by which they can provide the additional pretreatment and/or O&M. The completion date which the User proposes in this schedule may not be later than the compliance date established for the applicable Pretreatment Standard. Any compliance schedule authorized pursuant to this Section must also meet the requirements set out in Section 14.10.310 of this Ordinance.

5. *Signature and Report Certification.* All baseline monitoring reports must be certified in accordance with Section 14.10.430(A) of this Ordinance and signed by an authorized representative as defined by Section 14.10.040(D). (Ord. M-3970 §2, 2010)

14.10.430 Certification Statements.

A. The following certification statement must be signed by an authorized representative as defined by Section 14.10.040(D) and included when submitting:

1. A permit (re-)application in accordance with Section 14.10.200;
2. A baseline monitoring report under Section 14.10.300;
3. A report on compliance with the Categorical Pretreatment Standard deadlines under Section 14.10.320; or
4. A periodic compliance report required by Section 14.10.330(A) through Section 14.10.330(D).

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

(Ord. M-3970 §2, 2010)

ORDINANCE -

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14.10.840 User Charges and Fees.

Users shall be subject to appropriate charges and fees as determined by the Director and as provided in VMC 14.04 as amended.

A. Sanitary sewer use service charges are hereby established and imposed upon each User of the POTW for discharge of industrial wastewater. Said charges are based upon the cost to the City of maintaining, and further improving facilities at the Wastewater Treatment Plant(s) to meet all regulations for the secondary treatment of industrial wastewater and also take into consideration the cost of service to such customers, the quantity, quality and times of delivery of such industrial wastewater, the history of capital contributions to the POTW by such Users, and the present need of the POTW relating to industrial wastewater.

B. Users not meeting the definition of a High Strength User shall pay, for that month, a sanitary sewer use fee equal to that of a ~~Commercial, or Industrial, Government, or Electronics~~ customer as imposed by VMC 14.04 as amended.

C. If the entire water supply that generates the industrial wastewater is separated from the water supply that generates the domestic sewage, or waters not discharging to the POTW, the industrial wastewater charge shall be based upon the metered volume of water used for industrial activities. If the process that generates industrial wastewater is not separately supplied or separately metered, then the industrial wastewater charge shall be based upon either the metered volume of water used from public and/or private supplies or the measured volume of total wastewater, with appropriate allowances for the volume of domestic sewage and allowance for other waters not discharged to the POTW. The domestic sewage allowance shall be based on one thousand cubic feet (1,000 ft³) per month for each nine (9) employees using the sanitary sewer facilities. The domestic sewage allowance should be subject to such charge as is contemplated for general commercial customers by VMC 14.04 as amended. The rates of charge and methods of determining wastewater strength are set forth in this Part. The Director shall approve flow measurement methods necessary for assessment of such charges. (Ord. M-3970 §2, 2010)

14.10.850 High Strength User Charges and Fees.

Users meeting the definition of a High Strength User shall be subject to appropriate charges and fees as determined by the Director.

A. A monthly sanitary sewer charge for flow is levied on each High Strength User discharging directly to the POTW. This charge is at a rate as determined by the Director and is based upon the measured volume of total wastewater discharged to the POTW or metered water consumption.

B. Rates for strength of ~~industrial~~ non-domestic wastewater from High Strength Users are established as determined by the Director for each pound of BOD and each pound of TSS discharged to the POTW ~~suspended solids as determined by the Director.~~

C. ~~Industrial w~~Wastewater samples taken for the purpose of determining charges are to be taken by authorized representatives of the Director or as otherwise determined by the Director. The samples taken shall be twenty-four (24) hour composite samples, obtained through flow-proportioned composite samples, where feasible. Charges shall ~~apply as specified in Section 14.10.850(B), as determined on the basis of at least one be based on analysis of~~ twenty-four (24) hour flow proportioned or timed samples, ~~analysis to be obtained twice-per month and such analyses averaged for each month; provided, a new average for strength of industrial wastewater may be computed, regardless of previous averages, when changes in preliminary treatment or industrial process changes have been made which are expected to significantly change the average strength of the wastewater. Results from a minimum of two samples shall be averaged for each month. Charges shall be based on the average of results for the month.~~

D. Sampling procedures and methods to determine the mean wastewater strength for the purpose of determining charges shall be conducted by or under the direction of the Director. Samples shall involve a twenty-four (24) hour flow-proportioning or timed sampling device, where feasible, and be in accordance with methods as prescribed in Section 14.10.390 and Section 14.10.400 of this Ordinance. Sampling shall be conducted at sampling manholes or other locations adjudged by the Director to be suitable points from which samples would be representative, either singly or with other samples, of the industrial wastewater to be sampled. Samples shall be analyzed by an accredited laboratory as required by Chapter 173-50 WAC. (Ord. M-3970 §2, 2010)

SECTION 4. Chapter 14.24 of the Vancouver Municipal Code is hereby amended to read as follows:

Chapter 14.24

EROSION CONTROL

Sections:

ORDINANCE -

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14.24.060 Specific compliance requirements.

14.24.060 Specific compliance requirements.

A. *Inspection.* Prior to commencement of land disturbing activities, ~~the City shall be contacted to obtain a~~ City site erosion control inspection shall be scheduled and approved utilizing the City's inspection scheduling system. ~~Contacting the City to obtain~~ Scheduling the site inspection is the responsibility of the property owner on whose parcel the land-disturbing activity occurs and the person undertaking such activities. In addition, if the land-disturbing activity involves a city-issued permit, the permit holder, and the general contractor are also responsible for meeting this requirement.

B. *Preserve Vegetation/Mark Clearing Limits.* Retain the duff layer, native top soil, and natural vegetation in an undisturbed state to the maximum degree practicable. Prior to beginning land disturbing activities, including clearing and grading, clearly mark all clearing limits for critical areas and their buffers, and trees that are to be preserved within the construction area. Clearing limits for critical areas and their buffers, and for tree, vegetation, and soil conservation, shall be in compliance with all applicable requirements set forth in relevant chapters of the Vancouver Municipal Code.

C. *Construction Access Route.* Construction vehicle access shall be limited to one route, unless additional access is approved by the Director. Access points shall be installed as required by the Stormwater Manual and the General Requirements to minimize the tracking of sediment, mud or debris onto paved surfaces, public and private roads.

D. *Sediment Removal from Roadways, Paved and Impervious Surfaces.* If sediment, mud or debris is transported onto a road, paved or impervious surface, the roads, paved and impervious surfaces shall be cleaned thoroughly at the end of each workday or more often if necessary. Significant soil deposits shall be removed from roads, paved and impervious surfaces by shoveling and sweeping and shall be transported to a controlled sediment disposal area. Street washing is not allowed unless approved by the Director and only after sediment is removed in the manner described above.

E. *Stabilization of Denuded Areas.* All exposed soils shall be stabilized in a timely manner, by suitable application of BMPs, including but not limited to sod or other vegetation, plastic covering, mulching or crushed aggregate on areas to be paved. All exposed and disturbed soils shall be stabilized by the appropriate BMP. During the period from October 1st to April 30th no soil shall be exposed for more than two days. From May 1st to September 30 no soil shall be exposed more than seven days. All BMPs shall be selected, designed and maintained in accordance with the Stormwater Manual and the General Requirements.

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F. *Protection of Water Bodies and Adjacent Properties including Right-of-Way.* Water bodies, adjacent properties, and right-of-way shall be protected from sediment deposition by appropriate use of vegetative filter strips, sediment barriers or filters, dikes or mulching or by a combination of these measures and other appropriate BMPs.

G. *Sediment Traps or Ponds.* Stormwater runoff from disturbed areas shall pass through a sediment pond, sediment trap or other approved BMP system.

H. *Storm Drain Inlet Protection.* All storm drain inlets shall be protected by approved BMPs which shall be operable, properly installed, and maintained according to the Stormwater Manual and the General Requirements.

I. *Stormwater Facility Protection.* Permanent stormwater facilities shall be isolated and protected from sedimentation by approved BMPs which shall be operable, properly installed and maintained according to the Stormwater Manual and the General Requirements. Permanent facilities may be approved by the Director for temporary use during construction in compliance with the Stormwater Manual. Temporary erosion ponds shall be placed, operated, and maintained as specified in the General Requirements and approved plans.

J. *Protect Low Impact Development BMPs.* Protect LID BMPs from compaction and sedimentation.

K. *Maintenance.* All erosion prevention and sediment control BMPs shall be regularly inspected and maintained to ensure continued performance of their intended function. A log of erosion prevention and sediment control BMP maintenance shall be provided and kept as a permanent record. The maintenance log shall be kept in a designated on-site location. Construction sites shall be inspected at least once a week and after each rainfall event.

L. *Removal of Temporary BMPs.* All temporary erosion and sediment control BMPs shall be removed within thirty (30) days after final site stabilization. Disturbed soil areas resulting from BMP removal shall be properly stabilized.

M. *Certified Erosion and Sediment Control Lead (CESCL).* All land-disturbing activities shall be supervised by an individual who shall have successfully completed formal training in erosion and sediment control by a recognized organization acceptable to the Washington State Department of Ecology. A certification of successful completion of such training shall be submitted at the pre-construction conference. This certification requirement shall not apply to single-family homeowners acting as their own contractor and engaging in development or land-disturbing activity on their own property.

N. *Underground Utility Construction.* For construction of underground utility lines, excavated material shall be properly managed in accordance with the Stormwater Manual and shall be subject to the following additional requirements:

1. The length of trench opened at one time shall be minimized.
2. Trenches shall be topped and maintained with clean rock until paving occurs.
3. Trench dewatering devices shall discharge into an approved, operating, and properly maintained BMP.

O. *Financial Liability.* Performance bonding or other appropriate financial instruments, may be required for all development, redevelopment projects that include the creation or addition of five thousand square feet, or greater, of new impervious surface area, and/or land-disturbing activity of one acre or greater.

P. *Construction Stormwater Pollution Prevention.* Compliance with Minimum Requirement #2, Construction Stormwater Pollution Prevention Plan, shall be achieved for an individual site of land-disturbing activities if the site is covered under the Washington State Department of Ecology's General NPDES Permit for Stormwater Discharges Associated with Construction Activities and is fully implementing the requirements of that permit.

Q. If the BMPs applied to a site are insufficient to prevent sediment from reaching water bodies, adjacent properties or public right-of-way, then the Director shall require additional BMPs. (Ord. M-4179 §27, 2016; Ord. M-3920 §2, 2009)

SECTION 5. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 6. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

SECTION 7. Effective date. This Ordinance shall become effective as of January 1, 2024, following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the water, sewer and surface water utility miscellaneous fees and regulations, amending Chapters 14.04, 14.08, 14.10, and 14.24 of the Vancouver Municipal Code; providing for savings, severability and an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report: 224-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023
12/18/2023

SUBJECT 2023 Comprehensive Plan and Zoning Map and Text Changes

Key Points

- State law requires local governments to annually review proposed Comprehensive Plan and zoning changes. Comprehensive Plan map or text changes must be reviewed concurrently and only once per year. Zoning map or text changes may be reviewed at any time but are typically reviewed concurrent with the Comprehensive Plan changes.
- 2023 proposals consist of three Comprehensive Plan and associated zoning map changes, two standalone zoning map changes, and 15 text changes to the Comprehensive Plan or Vancouver Municipal Code (VMC) Title 20 zoning code.
- Also included in the 2023 changes are updates to the Vancouver Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031).
- Changes were recommended by the Planning Commission at public hearings on September 12 and October 24.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

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

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

Present Situation

The following are proposed:

Map Change – 192nd Avenue – Urban Low/R-9 to Urban High Density/R-22 on 9.8 acres in the

Bennington Neighborhood, at the northeast corner of 192nd Avenue and 15th Street. If approved future application for development of 210 to 223 apartment units anticipated, 95% market rate and 5% affordable at 80% Area Median Income (AMI). Planning Commission unanimously recommended approval based on need for housing, commercial and public services near site, and mitigation offered by applicant in proposed Development Agreement.

- Map Change - Miller – Urban Low Density/R-9 to Urban High Density/R-30 on 4 acres at the northeast corner of NE 63rd Street and 72nd Avenue. If approved future application for roughly 102 market rate apartment units anticipated, although yield may differ pending site plan review of stormwater needs. Planning Commission recommended approval 4-2, citing need for housing, nearby commercial and public services, and ability to address stormwater specifics at site plan review stage.

Map Change – Wood Duck Springs - Urban Low Density/R-9 to Urban High Density R-22 and Commercial/CC on 13 acres on the north side of NE 63rd Avenue at NE 82nd Court. If approved future application for development of 244 market rate townhome and apartment units with a commercial component anticipated. Planning Commission unanimously recommended approval of the rezone based on need for housing, and applicant's conceptual future site plan proposing townhomes on the site perimeter abutting existing residential, with apartment buildings and commercial development in the interior.

Map Change – Datepark - R-18 to R-30 on 1.2 acre on the south side of 18th Street near Todd Road. If approved future application for development of 72 affordable housing units anticipated. Planning Commission unanimously recommended approval based on need for housing, and proposed Development Agreement ensuring future development will be consistent with conceptual site plan locating proposed apartment building on east portion of site abutting park and ensuring affordability.

Map Change – Burnt Bridge Creek West - OCI to IL on 33 acres west of 162nd Avenue and south of Fourth Plain Boulevard. If approved future application for development of 275,000 square foot warehouse had been contemplated, but property owner indicates potential developer has withdrawn. Planning Commission voted 4-2 to approve based on prevalence of IL zoning surrounding the site, opportunity for site development, and fact that City Critical Areas Protection standards would apply under either existing or proposed zoning. Dissenting votes noted proposal was premature pending finalization of City warehousing standards, green building policy, and Comprehensive Plan update.

- Text Changes – Comprehensive Plan - Amend reference to parks service area distances, and parks capital facilities summary table; Update Appendix E list of documents adopted by reference to include updated parks and Urban Forestry Management Plan; Add two capital parking projects to citywide capital project list. Planning Commission unanimously recommended approval.

Text Changes – Title 20 Zoning code - Changes to definitions and use classifications, measurements, outdated references, submittal requirements, effective dates, and pre-existing home allowances in cluster developments. As allowed by recent statutory changes, also increase SEPA categorical exemption thresholds for residential projects based on number of units, while retaining SEPA review requirements for residential projects of any size if critical lands are present. Planning Commission unanimously recommended approval.

-

Text Changes - Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031)

- Updates to capital facilities plans, service area provisions, and other amendments. These were recommended by the Parks and Recreation Advisory Committee on September 20, as well as by the Planning Commission.

Advantage(s)

- All map changes except Burnt Bridge Creek West provide for increased housing in appropriate locations with public and commercial services. 192nd Avenue and Datepark map changes include below market attainable or affordable housing, and Development Agreements to ensure future development follows conceptual site plans.
- Burnt Bridge Creek West map change allows for development similar to surrounding properties, and will be subject to Critical Areas Protection standards.
- Text changes appropriately reference updated parks and forestry documents, and downtown parking projects in the Comprehensive Plan; reflect adopted updates to the Parks, Recreation and Cultural Services Comprehensive Plan (2022-2031); and update Title 20 zoning code to facilitate predictability and clarity in the development process.

Disadvantage(s)

- Map changes allowing for increased housing will place additional demands on public services, although based on analyses will be within capacities of existing roads, schools, and other services.
- Burnt Bridge Creek West map change may allow for development involving far off-site Mitigation of impacts to Oregon White Oak habitat.

Budget Impact

No significant impacts anticipated.

Prior Council Review

Council workshops were held on November 20 and October 23, with Communications discussion on November 6.

Action Requested

On December 4, 2023, approve Ordinance A (192nd Avenue Map Change), B (Miller Map Change), C (Wood Duck Springs Map Change), D (Datepark Map Change), E (Burnt Bridge Creek West Map Change) and F (Text Changes), setting date of second reading and public hearing for December 18, 2023.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Presentation
- ▣ Attachment A - Ordinance A - 192nd Ave
- ▣ Attachment B - Ordinance B - Miller
- ▣ Attachment C - Ordinance C - Wood Duck Springs
- ▣ Attachment D - Ordinance D - Datepark
- ▣ Attachment E - Ordinance E - Burnt Bridge Creek West
- ▣ Attachment F - Ordinance F - Text Changes
- ▣ Attachment G - Public Comments



Fall 2023 Comprehensive Plan and Zoning Map and Text Amendments

Vancouver City Council Public Hearing December 18, 2023



Bryan Snodgrass, Principal Planner
City of Vancouver Community Development Department

2023 Comprehensive Plan and Zoning Changes

Staff presentation, applicant presentation, public testimony, Council questions, discussion and final decision on each of six ordinances:

- 192nd Avenue map change
- Miller map change
- Wood Duck Springs map change
- Datepark map change
- Burnt Bridge Creek West map change
- 15 text changes to Comprehensive Plan; VMC Title 20 Zoning Code; and Parks, Recreation and Cultural Services Plan

Prior Council review on October 23, November 6 and November 20.

192nd Avenue Map Change - UL/R-6 to UH/R-22 at SE 192nd Avenue/15th Street.

PC unanimously recommended approval on October 24 based on need for housing, commercial and public services near site, and mitigation offered by applicant through development agreement (D.A.). Eight persons testified with concerns about traffic and compatibility.



192nd Avenue Map Change – Conceptual Site Plan, 210-223 units

- D.A. requires future development to be generally consistent with site plan
- Specific D.A. references 2-3 story buildings; 35 foot north and west setbacks, with 20 foot mature tree buffer; 5% units affordable at 80% AMI



Wood Duck Springs map change - UL/R- 9 to UH/R-22 and Commercial/CC on 63rd Street/82nd Court

PC unanimously recommended approval, based primarily on need for housing and conceptual site plan. One person testified with concerns about traffic impact on 84th Avenue southeast of site.



**Wood Duck
Springs map
change - UL/R-9 to
UH/R-22 and
Commercial/CC on
63rd Street/82nd
Court**

Applicant's conceptual site plan envisions future development of 174 apartment and 70 townhome units, all market rate



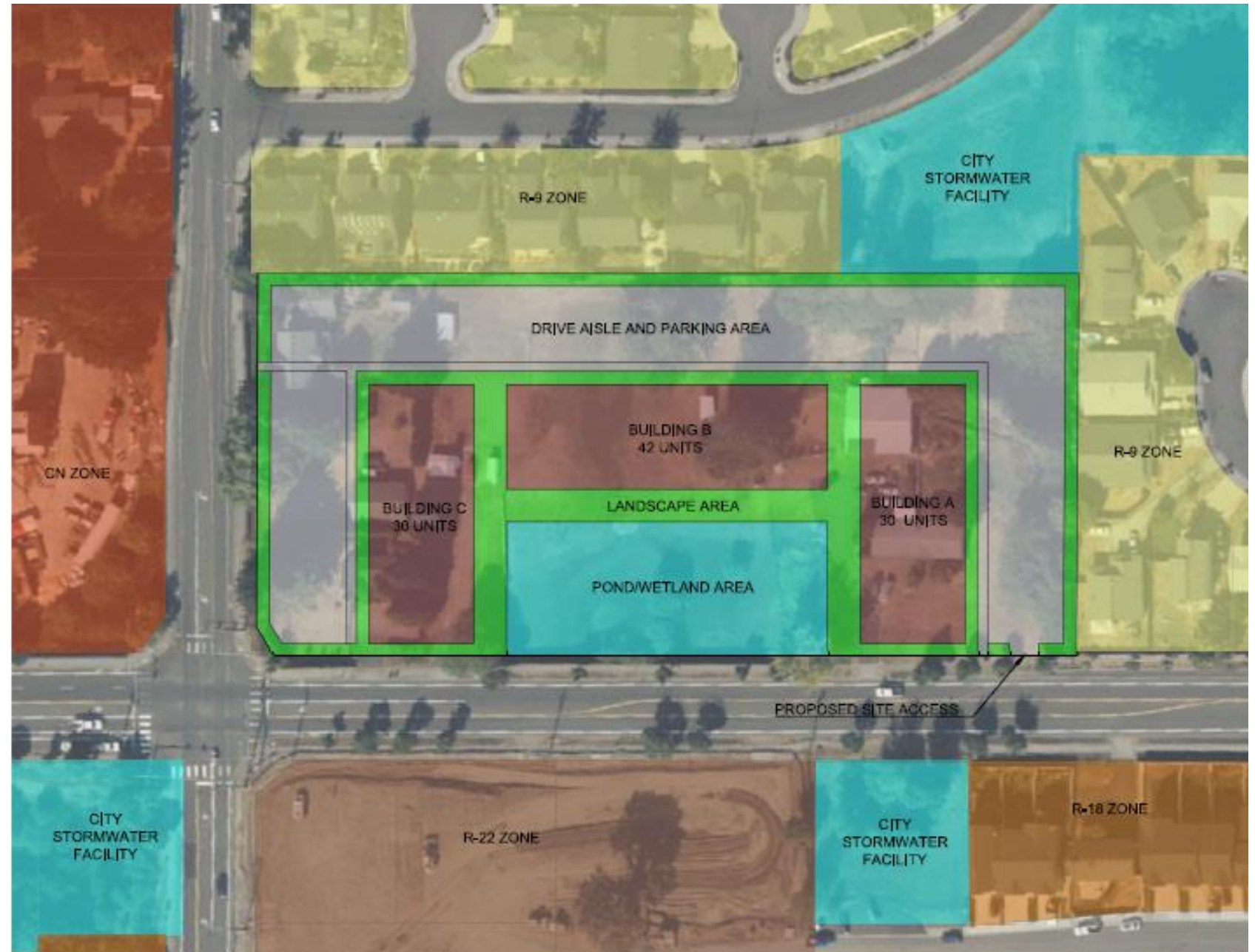
Miller map change - UL/R-9 to UH/R-30 on 4 acres at 63rd Street/72nd Avenue

PC recommended approval 4-2 on October 24, citing need for housing, nearby commercial and public services, and ability to address stormwater specifics at site plan review stage. Five persons testified with concerns about stormwater, traffic, and compatibility.



Miller map change – Applicant's Conceptual Future Layout

102 units envisioned in three apartment buildings, though total unit yield to be determined during site plan review; compliance with City wetland and stormwater standards required.



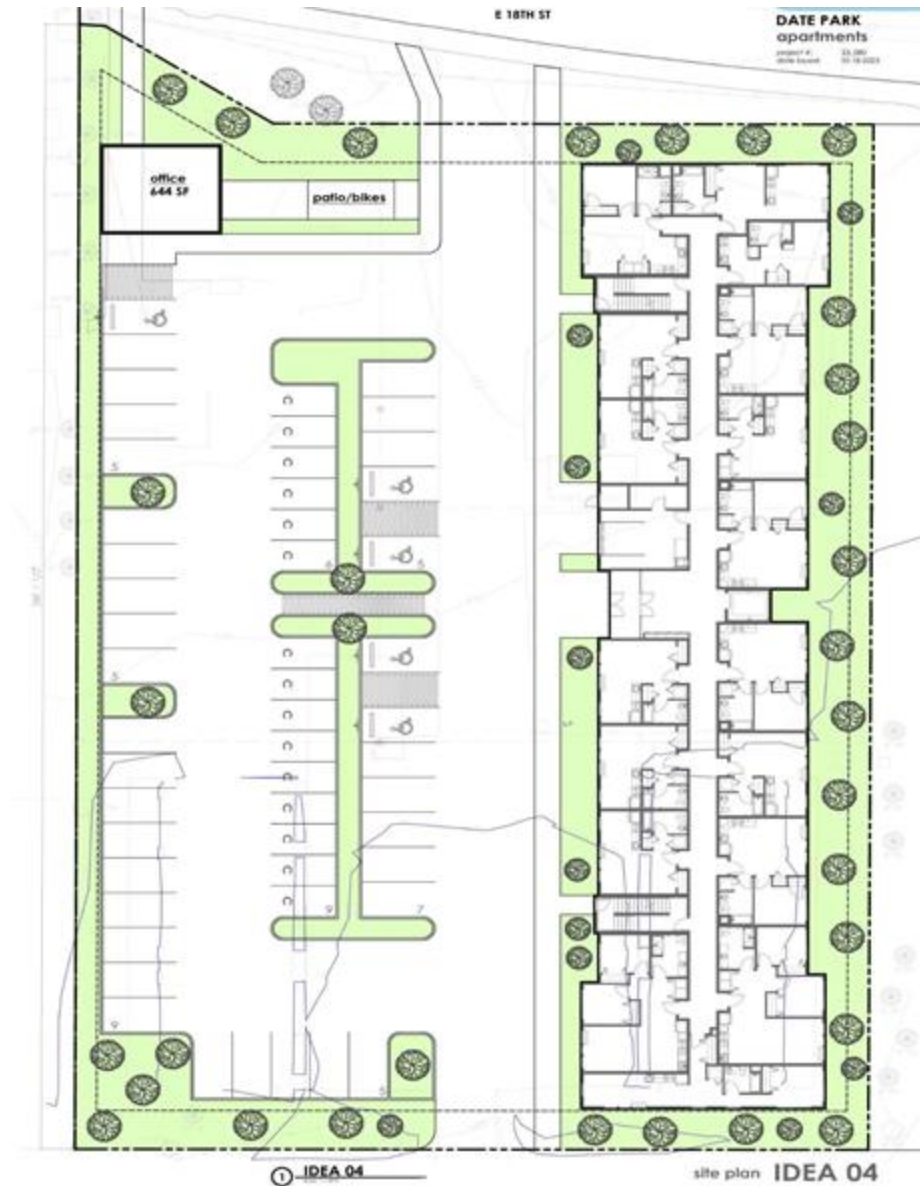
Datepark Map Change – R-18 to R-30 on 18th Street/Todd Road

Planning Commission
unanimously
recommended approval
on October 24, based
primarily on need for
affordable housing



Datepark Map Change – Conceptual Site Plan, 72 units

- D.A. requires future development to be generally consistent with site plan
- Specific D.A. references to affordable housing



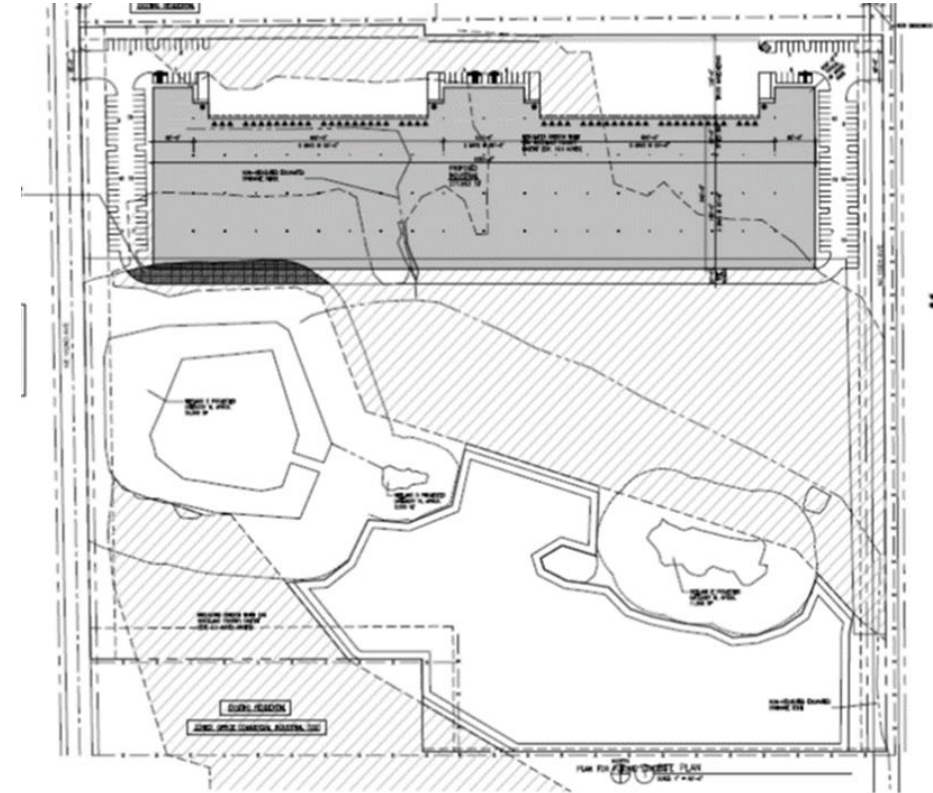
Burnt Bridge Creek West Zoning map change – OCI to IL southwest of Fourth Plain and 162nd Avenue

PC recommended
approval 4-2 on
September 12



Burnt Bridge Creek West Map Change - Background

- If zone is changed to IL, potential for 278,000 sf warehouse on northern third of site, which is heavily forested with Oregon White Oaks
- Under IL or OCI zone, VMC 20.740 Critical Areas Protection requires no net loss of functions and values. Would likely require off-site planting of 12 new acres, and off-site enhancement of 48 acres.
- Future development would be subject to new warehouse development standards. Rezone process does not vest future development.



Fall 2023 Comprehensive Plan and Zoning Amendments— 12

Proposed Comprehensive Plan and Zoning Text Changes (14)

PC unanimously recommended approval of all with one exception- PC did not technically vote on adoption by reference of UFMP due to timing of Council adoption; general support of UFMP at workshops.



- Comprehensive Plan text changes to add two individual parking projects to capital facilities plan, and update to reference latest parks Comprehensive Plan, and adopt by reference Council adopted Urban Forestry Management Plan (UFMP).
- Zoning code text changes to definitions and use classifications, measurements, outdated references, submittal requirements, effective dates, and pre-existing home allowances in cluster developments.
- Zoning code text change to SEPA thresholds under VMC 20.790 SEPA as allowed by statutory changes intended to facilitate housing
 - MFR projects of 200 units or fewer, SFR of 30 units or fewer exempted from SEPA
 - SEPA still required if critical lands present

Thank You

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



ATTACHMENT A: ORDINANCE FOR 192nd AVENUE MAP DESIGNATION CHANGE

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way, all located at the northwest corner of SE 192nd Avenue and SE 15th Street; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

WHEREAS, pursuant to the City of Vancouver Annual Review program a timely application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Urban Low Density Residential and R-6 to Urban High Density Residential and R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 7-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 24, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation at tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, from Urban Low Density Residential to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, from R-6 to R-22.

Section 3 Development Agreement. The City Manager is hereby authorized to enter into a Development Agreement substantially in the form attached hereto as Exhibit A and such executed Development Agreement will be timely recorded with the Clark County, Washington Assessor on the properties that are the subject of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way); authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A Development Agreement

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC

Attn: James D. Howsley

PACWEST, 27th Floor

1211 SW Fifth Avenue

Portland, OR 97204

This space provided for recorder's use.

INSTRUMENT TITLE:

DEVELOPMENT AGREEMENT

GRANTOR:

Vance Development LLC, a Washington limited liability company; Larry Nielsen, Rochelle Nielsen, and Brenda Holbrook, individuals; Jens C. Nielsen Irrevocable Trust

GRANTEE: City of Vancouver, a Washington municipal corporation

PROPERTY ADDRESS: Northwest corner of SE 192nd Ave. and SE 15th St. in
Vancouver, WA 98683

FULL LEGAL DESC: See **EXHIBIT A** to This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBERS: 177224000, 177224005, 177224010, 177240000,
177242000, 177238000, 177239000

REFERENCE NUMBER OF

RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: _____, 2023

PARTIES

Larry Nielsen, Rochelle Nielsen, and Brenda Holbrook, Jens C. Nielsen Irrevocable Trust and Vance Development LLC (collectively "Grantor") hold interest in APNs 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000, and approximately 12,015 square feet of unimproved right-of-way (collectively the "Property"), located at the northwest corner of SE 192nd Ave. and SE 15th St. in Vancouver, WA 98683. The legal description for the Property is attached as **EXHIBIT A**. Vancouver is a Washington municipal corporation (the "City"), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Grantor and City are individually referred to as Party and collectively referred to as the Parties. The Parties wish to enter into a development agreement (the "Agreement") as described in detail below.

RECITALS

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development

regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

WHEREAS, Grantor plans to submit the necessary land use and building permit applications in order to build approximately 210-223 residential dwelling units (the "Project") on the Property, a preliminary draft proposed site plan for which is attached as **EXHIBIT B, which future development will generally conform to;**

WHEREAS, pursuant to Chapter 20.250 Vancouver Municipal Code (VMC), City wishes to facilitate the Project pending applicable land use and building permit approvals;

WHEREAS, the Parties have agreed to a number of items in order to facilitate the Project;

WHEREAS, City agrees to support a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential;

WHEREAS, City agrees to support a zone change on the Property from R-6 to R-22;

WHEREAS, the City and Grantor agree to establish the green building standards for the Project;

WHEREAS, Grantor agrees to site the Project with setbacks beyond those required;

WHEREAS, Grantor agrees to include enhanced landscaping ; and

WHEREAS, Grantor agrees to include affordable housing in the Project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210 and Chapter 20.250 VMC. It will become a contract between the Parties pursuant to the Effective Date clause below.

Section 2. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect twenty (20) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Enhanced Project Setbacks. Grantor agrees, regardless of the applicable criterion, that the Project will include enhanced setbacks from adjacent property lines. All 1- and 2-story buildings will be set back at least 35-feet from the northern and western edges of the Property. All 3-story buildings will be set back at least 120-feet from the western and northern edges of the Property. No building in the Project will be greater than 3 stories. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along the western edge of the Property, the Project shall include no enhanced landscape buffer along the western edge of the Property adjacent to the right-of-way.

Section 4. Enhanced Landscape Buffer. Grantor agrees, that regardless of the applicable criterion, the Project will include a landscape buffer at least 20-feet in width along the western and northern edges of the Property, except for southern part of the western edge of the Property (west and southwest of the existing home) where a stormwater facility is planned, as shown in Exhibit B. As part of this landscape buffer, the Project will include, maintain, and enhance as many of the Property's existing mature trees as reasonably practicable. However, if the City does not approve the vacation of the approximately 12,015 square feet of right-of-way along the western edge of the Property, the Project shall include no enhanced landscape buffer along the western edge of the Property adjacent to the right-of-way.

Section 5. Affordable Housing. Grantor agrees to include affordable dwelling units in the Project. Specifically, 5% of the total number of dwelling units in the Project will be covenanted affordable housing available to those households earning no more than 80% of area medium income for a period of at least twenty-five (25) years. Prior to the issuance of the first building permit, Grantor shall execute and record against the property an affordable housing covenant to the City that has been approved by the City. This covenant shall ensure affordability throughout the affordability period, provide for annual monitoring by the City (with an annual monitoring fee paid to the City), and provide adequate legal and equitable remedies to the City in the event of non-compliance and/or breach of the covenant.

Section 6. Green Building.

Grantor agrees that new buildings in the project will undertake the below pursuant to the City of Vancouver Interim Green Building Policy:

- A. Buildings shall comply with the Washington Energy Code

- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 110 parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 22 stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light colored paving surfaces shall be utilized in open spaces

MISCELLANEOUS PROVISIONS

Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon the later of 1) recording, which shall occur within thirty (30) days of Vancouver City Council approval by resolution, or 2) the City's adoption of a comprehensive plan designation change on the Property from Urban Low Density Residential to Urban High Density Residential, a zone change on the Property from R-6 to R-22.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the City.

Public Hearing. The Vancouver City Council has approved execution of this Agreement by resolution after a public hearing.

Specific Performance. The Parties specifically agree that monetary damages are not an adequate remedy for breach of this Agreement. Therefore, the Parties are entitled to seek specific performance of all material terms of this Agreement, including but not limited to the development standards established in the Enhanced Project Setbacks, Enhanced Landscape Buffer, Affordable Housing, and Green Building sections of this Agreement, by any Party in breach.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Enforcement. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Vesting. The specific development standards set forth in this Agreement govern the Property for the Term of the Agreement as of the Effective Date, pursuant to VMC 20.250.040.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded with the Assessor's Office in Clark County, Washington.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	Vancouver City Council Councilors Attn.: Eric Holmes, City Manager 415 West 6th Street, 2 nd Fl. Vancouver, WA 98660
Grantor	Larry Nielsen, Rochelle Nielsen, Brenda Holbrook, and Jens C. Nielsen Irrevocable Trust 19004 SE 15 th St. Vancouver, WA 98683
Grantor	Vance Development Attn.: Gary Vance 2005 SE 192 nd Ave., Ste. 200 Camas, WA 98607
With a copy to:	Jordan Ramis, PC Attn.: James D. Howsley

PACWEST, 27th Fl.
1211 SW Fifth Ave.
Portland, OR 97204

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

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Signatures appear on the following pages.

LARRY NIELSEN

Date

ROCHELLE NIELSEN

Date

BRENDA HOLBROOK

Date

JENS C. NIELSEN IRREVOCABLE TRUST

By: _____

Date

Its: _____

VANCE DEVELOPMENT, LLC

By: _____

Its: _____

Date

CITY OF VANCOUVER

By: _____

Its: _____

Date

Approved as to Form:

Attest:

By: _____

Its: _____

By: _____

Its: _____

NOTARY ACKNOWLEDGEMENTS

State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this

instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this

instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

EXHIBIT INDEX

EXHIBIT INDEX

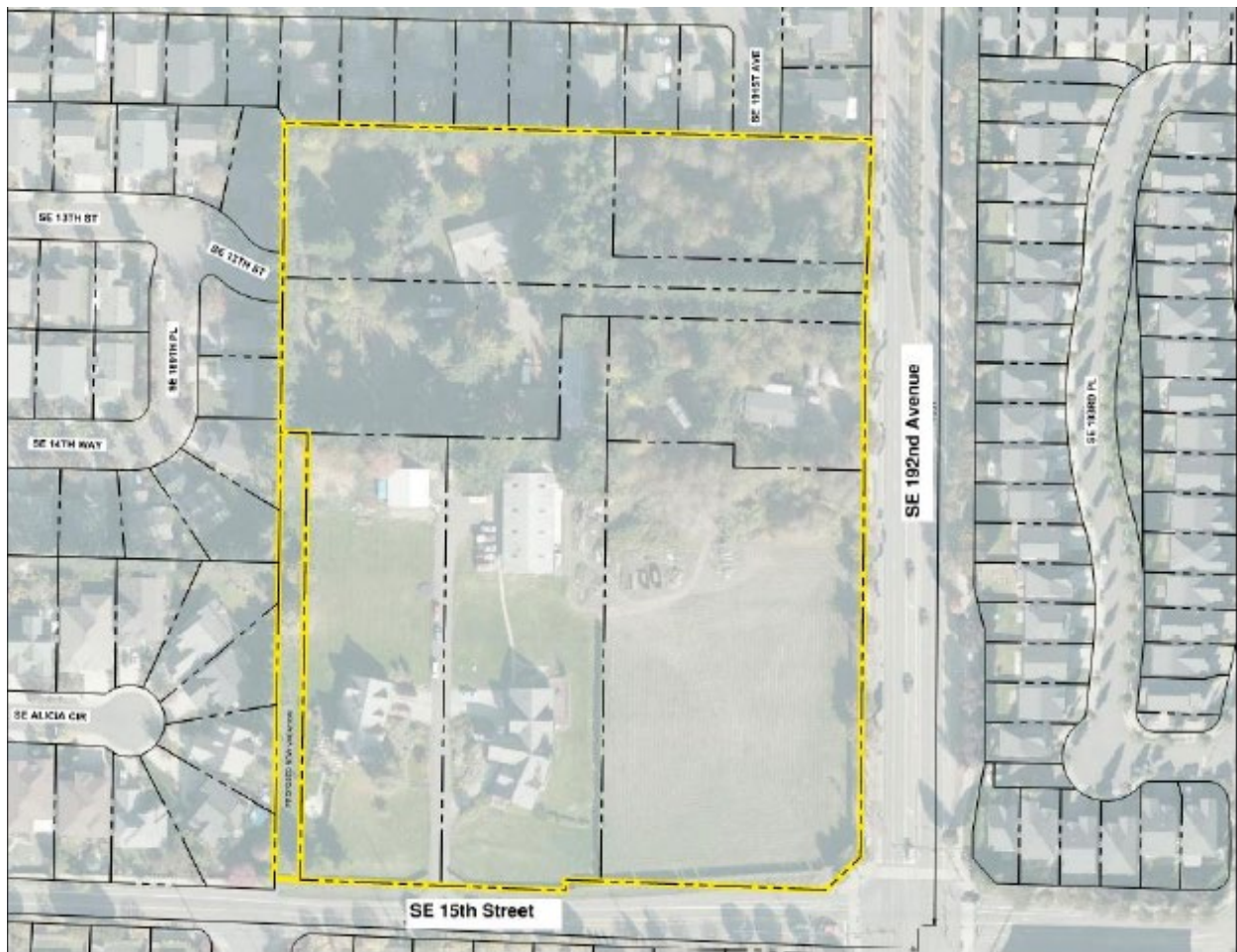
EXHIBIT A – Legal Description and Site Map

EXHIBIT B – Proposed Development Map

EXHIBIT A

Legal Description and Site Map

The project site consists of tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000 together with a 27-foot-wide by approximately 445-foot-long unimproved right-of-way (ROW), further identified as Lots 1, 2, and 3 in the Nielsen Short Plat (Book 2, Page 634).





ATTACHMENT B: ORDINANCE FOR MILLER MAP DESIGNATION CHANGE

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 105145000, 105150000, and 105155000, at 7318 NE 63rd Street, Vancouver, WA 98662; providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Urban Low Density Residential and R-9 to Urban High Density Residential and R-30; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 4-2 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been

reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 24, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is hereby amended to change the Comprehensive Plan Map designation at tax lots 105145000, 105150000, and 105155000, from Urban Low Density Residential to Urban High Density Residential.

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots 105145000, 105150000, and 105155000, from R-9 to R-30.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the

application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 105145000, 105150000, and 105155000, at 7318 NE 63rd Street, Vancouver, WA 98662; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ATTACHMENT C: ORDINANCE FOR WOOD DUCK SPRINGS MAP DESIGNATION CHANGE

12/04/23
12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813 providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Urban Low Density Residential and R-9 to Urban High Density Residential and R-22, and Commercial and CC; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 25 and September 12, 2023, and a duly advertised public hearing on November 14, 2023, and at which the Planning Commission voted unanimously to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, and duly advertised first ordinance reading on December 4 and public hearing on December 18, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the November 14, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is hereby amended to change the Comprehensive Plan Map designation at tax lots 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813, from Urban Low Density Residential to Urban High Density Residential and Commercial, as indicated in the rectangle abutting

63rd Street in Attachment A herein.

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813, from R-9 to R-22 and CC, as indicated in the rectangle abutting 63rd Street in Attachment A herein.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 105241000, 105242000, 105190005, 105190010, and 105190000 at 8208 and 8122 NE 63rd St. & 6506 and 6510 NE 82nd Ct, and unaddressed tax lot 986042813; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



ATTACHMENT D: ORDINANCE FOR DATEPARK MAP DESIGNATION CHANGE

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 29373013, 29373062, 986034665, and 29283002 at 3607, 3701 and 3701 ½ E 18th St Vancouver, WA 98661; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

WHEREAS, pursuant to the 2023 City of Vancouver Annual Review program a timely application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Urban Low Density Residential and R-6 to Urban High Density Residential and R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July and September 12, 2023, and a duly advertised public hearing on October 24, 2023, and at which the Planning Commission voted 7-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2023, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 24, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots 29373013, 29373062, 986034665, and 29283002, from R-18 to R-30.

Section 3 Development Agreement. The City Manager is hereby authorized to enter into a Development Agreement substantially in the form attached hereto as Exhibit A and such executed Development Agreement will be timely recorded with the Clark County, Washington Assessor on the properties that are the subject of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 177224000, 177224005, 177224010, 177240000, 177242000, 177238000, and 177239000; authorizing the City Manager to enter into a Development Agreement related to future use of the site; and providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A Development Agreement

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR: Datepark Condominiums, Inc

GRANTEE: City of Vancouver, a Washington municipal corporation

PROPERTY ADDRESS: 3607, 3701 and 3701 ½ E 18th St Vancouver, WA
98661

FULL LEGAL DESC: See **EXHIBIT A** to This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBERS: 29373013, 29373062, 986034665, and 29283002.,

REFERENCE NUMBER OF

RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: _____, 2023

PARTIES

Datepark Condominiums, Inc hold interest in APNs (collectively the “Property”), located at 3607,3701 and 3701 ½ E 18th St Vancouver, WA 98661. The legal description for the Property is attached as **EXHIBIT A**. Vancouver is a Washington municipal corporation (the “City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Grantor and City are individually referred to as Party and collectively referred to as the Parties. The Parties wish to enter into a development agreement (the “Agreement”) as described in detail below.

RECITALS

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

WHEREAS, Grantor plans to submit the necessary land use and building permit applications in order to build approximately 72 residential dwelling units (the “Project”) on the Property, a preliminary draft proposed site plan for which is attached as **EXHIBIT B**;

WHEREAS, pursuant to Chapter 20.250 Vancouver Municipal Code (VMC), City wishes to facilitate the Project pending applicable land use and building permit approvals;

WHEREAS, the Parties have agreed to a number of items in order to facilitate the Project;

WHEREAS, City agrees to support a zone change on the Property from R-18 to R-30;

WHEREAS, the City and Grantor agree to establish the green building standards for the Project;

WHEREAS, Grantor agrees to include affordable housing in the Project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210 and Chapter 20.250 VMC. It will become a contract between the Parties pursuant to the Effective Date clause below.

Section 2. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect twenty (20) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Affordable Housing. Grantor agrees to include affordable dwelling units in the Project. Specifically, pursuant to City Community Development Department policy for co-sponsoring map change applications, at minimum 40% of the total number of dwelling units in the Project will be covenanted affordable housing available to those households earning no more than 60% of area median income for a period of at least twenty-five (25) years. If the VMC 20.420.04.C.4.a.ii affordable housing density bonus in the R-30 district is utilized at the time of development review, all housing units would need to be affordable at 80% of area median income for 50 years. Prior to the issuance of the first building permit, Grantor shall execute and record against the property an affordable housing covenant to the City that has been approved by the City. This covenant shall ensure affordability throughout the affordability period, provide for annual monitoring by the City (with an annual monitoring fee paid to the City), and provide adequate legal and equitable remedies to the City in the event of non-compliance and/or breach of the covenant.

Section 4. Future Site Development. Grantor agrees that future site plan development shall generally conform with conceptual site plan, Exhibit B herein.

Section 5. Green Building. Grantor agrees that new buildings in the project will undertake the below pursuant to the City of Vancouver Interim Green Building Policy:

- A. Buildings shall comply with the Washington Energy Code
- B. Apartment buildings shall be fully electric, with an exception for water heaters if they are shared with multiple units on a single tank and heater system
- C. EnergyStar appliances, low flow plumbing fixtures and high efficiency LED light fixtures shall be utilized to the fullest extent possible
- D. At least 50% of parking stalls will be provided with a conduit from electrical panels capable of supporting a load to ensure electric vehicle readiness, and at least 10% of stalls will have installed and operational electric vehicle charging stations
- E. Outdoor bike racks and covered bike parking area shall be provided
- F. Dark sky lighting will be provided to minimize light pollution
- G. Drought resistant vegetation and light colored paving surfaces shall be utilized in open spaces

MISCELLANEOUS PROVISIONS

Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon the later of 1) recording, which shall occur within thirty (30) days of Vancouver City Council approval by resolution, or 2) the City's adoption of a zoning designation change on the Property from R-18 to R-30.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the City.

Public Hearing. The Vancouver City Council has approved execution of this Agreement by resolution after a public hearing.

Specific Performance. The Parties specifically agree that monetary damages are not an adequate remedy for breach of this Agreement. Therefore, the Parties are entitled to seek specific performance of all material terms of this Agreement, by any Party in breach.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert

fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Enforcement. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Vesting. The specific development standards set forth in this Agreement govern the Property for the Term of the Agreement as of the Effective Date, pursuant to VMC 20.250.040.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded with the Assessor's Office in Clark County, Washington.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	Vancouver City Council Councilors Attn.: Eric Holmes, City Manager 415 West 6th Street, 2 nd Fl. Vancouver, WA 98660
Grantor	Datepark Condominiums, Inc. Attn.: Asha Prasadary Vance 2005 SE 192 nd Ave., Ste. 200 Camas, WA 98607

With a copy to:

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

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Signatures appear on the following pages.

DATEPARK CONDOMINIUMS, INC

By: _____

Its: _____

Date

CITY OF VANCOUVER

By: _____

Its: _____

Date

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

State of Washington)

) ss.

County of)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this

instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2023.

Signature

My Commission Expires: _____

(Seal or stamp)

Approved as to form:

County Attorney

EXHIBIT INDEX

EXHIBIT INDEX

EXHIBIT A – Legal Description and Site Map

EXHIBIT B – Proposed Development Map



**ATTACHMENT F: ORDINANCE FOR BURNT BRIDGE CREEK WEST MAP
DESIGNATION CHANGE**

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for tax lot 159112000 at 6103 NE 152nd Avenue; providing for severability; and providing for an effective date.

WHEREAS, an application for a property-specific change to a zoning map designation was submitted to the City of Vancouver to change the designation on said property from Office Commercial Industrial (OCI) to Light Industrial (IL); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on March 14, 2023, June 13, 2023, and July 25, 2023 and a duly advertised public hearing on September 12, 2023, and at which the Planning Commission voted 4-2 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on October 23, 2023 and November 20, 2023, and a duly advertised Council Communications discussion on November 6, 2023, and duly advertised first ordinance reading on December 4, 2023 and public hearing on December 18, 2023 following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunction with other Comprehensive Plan change applications under consideration in 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on March 24, 2023, with one comment submitted by the Washington Department of Fish and Wildlife expressing concerns about potential

ORDINANCE - 1

impacts to Oregon White Oak habitat on the rezone site; and

WHEREAS, the City Council finds and concludes, and the Planning Commission found and concluded, that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the September 12, 2023, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lot 159112000 at 6103 NE 152nd Avenue, from OCI to IL.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect 30 days after the date of final passage.

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for tax lot 159112000 at 6103 NE 152nd Avenue; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ATTACHMENT F - ORDINANCE FOR COMPREHENSIVE PLAN AND ZONING TEXT CHANGES

12/04/23

12/18/23

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver, Vancouver Municipal Code (VMC) Title 20, and the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan; amending Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030; amending VMC 20.150, 20.160, 20.170, 20.180, 20.210, 20.245, 20.270, 20.330, 20.410, 20.740, 20.790, and 20.950; amending the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031); providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed proposed changes at duly advertised work sessions on July 25 and September 12, and duly advertised public hearings on September 12 and October 24, 2023, and at those hearings voted to recommend approval of Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted duly advertised workshops and communications

discussions on October 23, November 6 and November 20, and a duly advertised first reading of the proposed ordinance and public hearing on December 4 and December 18, 2023, following which the Council agrees with the Planning Commission recommendations, and identified one additional zoning code text change; and

WHEREAS, the cumulative environmental impacts of the proposed 2023 Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Determinations of Non-significance (DNS) was issued on September 21, 2023 for the proposed text changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the September 12 and October 24, 2023 public hearings, and Commission discussions at those hearings, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Text Changes. Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, are amended as follows:

a. Chapter 5, page 5-33

Community parks provide a focal point and gathering place for broad groups of users. Usually 20 to 100 acres in size, community parks are used by all segments of the population and generally serve residents ~~from within a 1½-mile radius one-to three-mile~~ service area ~~from the park's public access points~~. Community parks often include recreation facilities for organized activities, such as sports fields, skate parks, community gardens and play courts as well as programming such as the amphitheater at Esther Short Park. Community parks may also incorporate such as community or senior centers. Because of their large service area, community parks require more support facilities, such as parking and restrooms. Some middle and high school sites are included in the community parkland inventory, since these facilities can serve some of the community park needs. The acquisition standard is 3 acres per 1,000 people, or a total of 278.5 additional acres needed. In urban areas where an adequate or suitable community park site is no longer available, or where areas are poorly served by a community park, VCPRD considers the modification of neighborhood park standards to compensate for the lack of a community park. Specifically, consideration is given to increasing site size and type of development of neighborhood parks to allow for increased recreation opportunities. In addition, where dense existing neighborhoods may preclude the acquisition of typical acreage for neighborhood parks, VCPRD has acquired and developed small urban parks to address the need for public park spaces in compact urban environments

b. Chapter 5, page 5-38, Capital Facilities Plan

Table 5-14. ~~Vancouver Parks, Recreation & Cultural Services Comprehensive Plan 2023-2032~~ ~~VCPRD Capital Facilities Plan for Vancouver City and UGA, 2011-2016~~

See Attachment B - Parks, Recreation & Cultural Services Comprehensive Plan, 2023 Capital Facilities Plan Summary

Replace existing Table 5-14 with below:

2023 Annual Review - Attachment B
2023-2032 Capital Facilities Plan Summary - Vancouver Parks, Recreation & Cultural Services.

2023-2032 CAPITAL FACILITIES PLAN SUMMARY													
Project Name	Uninflated Local Cost	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total Estimated Local Cost	Potential Outside Funding
Project Type													
Park Acquisition	82,148,036	120,000	25,483,662	14,053,771	11,747,206	16,467,630	10,476,547	4,017,319	9,393,348	4,513,859	4,784,691	101,058,034	5,076,699
Park Development	182,367,000	4,372,000	5,618,000	8,643,855	21,214,774	43,007,961	23,875,729	30,736,472	21,092,925	33,340,114	60,260,336	252,162,165	12,113,114
Park Improvements	5,332,000	1,250,000	619,040	775,284	469,260	497,416	540,643	573,082	607,467	643,915	682,549	6,658,656	138,000
Trails Planning; Capital Repairs	17,067,210	165,000	692,180	1,593,265	11,622,184	1,537,697	405,482	451,089	1,959,230	2,626,662	478,123	21,530,912	-
Special Facility Devel. & Imp.	3,470,000	165,000	1,379,060	1,382,028	814,655	18,937	20,073	21,278	22,554	23,908	25,342	3,872,836	-
GRAND TOTAL	290,384,346	6,072,000	33,791,942	26,448,203	45,868,080	61,329,641	35,318,473	35,799,340	33,075,534	41,148,457	66,331,041	385,282,603	17,337,812

c. Appendix E

The following separate documents, providing technical data, analysis, and background information, are adopted as part of the Vancouver Comprehensive Plan:

I. Facilities and Services Plans

- Vancouver Parks, Recreation & Cultural Services Comprehensive Plan 2022-2031, and subsequent legislatively approved Park Plan and CFP amendments. Vancouver Parks, Recreation and Natural Areas Comprehensive Plan 2014, and 2017–2022 Capital Facilities Plan

- Vancouver Urban Parks, Recreation and Open Space Plan 2002

II. Additional Plans.

- Clark County Natural Areas Acquisition Plan – Legacy Lands Program 2022-2027 1990 Clark County Open Space Plan

- Urban Forestry Management Plan 2007

Section 3. Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031) Text Changes.

CLASSIFICATIONS & STANDARDS

Neighborhood Parks (pg. 57):

Neighborhood parks provide access to basic recreation opportunities for nearby residents for a healthy active lifestyle and respite, support vibrant and distinctive neighborhoods, provide opportunities for social engagement, and preserve and enhance natural resources. These parks are designed primarily for non-organized recreation. Neighborhood parks are generally three to five acres in size and designed to serve residents of all ages and abilities within ½-mile from the park's public access points, creating a half-mile, 10-minute 'walkable' service area walking distance. Sites may vary in size depending upon unique site characteristics and land availability.

Community Parks (pg. 58):

Ideally a minimum of 20 to 100 acres in size, community parks are used by all segments of the population to provide a focal point and gathering place for more organized recreational uses and community events. In addition to the assets typical of neighborhood parks, community parks often include recreation improvements for organized activities such as sports fields, skate parks, picnic shelters, community gardens, trails, event spaces and public art and cultural features. Community parks may also integrate passive recreation space, natural resource areas and community facilities such as community or senior centers. Because of their larger size and palette of recreational features, community parks require more support facilities, including parking and restrooms, and can draw users from a 1½-mile service area from the park's public access points ~~three-mile service area~~. Community parks also serve as the walk-to park of those within the ½-mile service area.

Geographic Distribution Standard (pg. 66):

Additional guidelines for the provision of neighborhood and community parkland include the equitable geographic distribution of parks with designated service areas. Trust for Public Lands, Urban Land Institute and the National Recreation Parks Association provide national benchmarks for the walkability of park access. Each of these agencies promote a ½-mile (radius), 10-minute walking distance service area standard to provide walkable access to the outdoors. Ninety eight percent (98 percent) of our community outreach survey respondents strongly support the importance of the ½-mile standard for park access.

The service area coverage of neighborhood and community parks are identified on Maps 6 and 7 and are available in Section 16, Maps. Service area mapping provides a tool to identify locations with access to parks based upon the adopted distribution standard, and conversely, reveals the service area gaps that inform need for additional acquisitions. The image to the left represents a clip of the mapping model and how it follows public rights of way and easements from all points of public access to a park site to determine the applicable service area. However useful, there are limitations to this tool that we have been working to improve.

**Replace Map 7 Inset- 1½-mile, 3-mile Mile Service Area (Community Parks) *Correct title, legend, and service area layer.*

(cont. pg. 68):

Currently, all parks regardless of size, population density, socioeconomic variables, or quality of improvements have the same ½-mile radius service area for 10-minute walkable access.

Neighborhood Parks: Neighborhood Parks generally serve an area within a ½-mile (radius) service area, or 10-minute walking distance (Map 6). The walkable service areas encourage alternative modes of transportation and reasonable access for people of all abilities from those in wheelchairs, parents pushing a stroller, the elderly using a cane, or an eight-year-old on a bicycle.

Park Type	Geographic Distribution Standard
Neighborhood Park	1/2 Mile Service Area
Community Park	3 Mile Service Area

Park Type	Geographic Distribution Standard
Neighborhood Park	½ mile Service Area (radius) from park public access points
Community Park	1½ mile Service Area (radius) from park public access points

Based on our GIS modeling of the ½-mile service areas for both neighborhood and community parks, 75 percent of all city residents are within walking distance of park properties. However, not all our parks are built with quality assets. Fifteen (15) of our 107 neighborhood and community parks remain undeveloped parks, representing 14 percent of the inventory. Even if we assume all properties are built and of equal quality, 50,000 current residents remain without walkable access to a park. There's still a need for more parks to serve all residents equitably.

Community Parks - Community Parks serve an area with draw from a ¼ mile to 1½-mile 3-mile service area (Map 7). They provide the equivalent of a walk-to neighborhood park within the 10-minute service area as well as a 1½-mile 3-mile service area as a drive or roll-to facility.

Further evaluation is needed to determine if future adjustments are needed to this standard.

PARK NEED & LEVEL OF SERVICE

Level of Service (pg. 100):

Skate Parks: At the present time, however, the vast majority of VPRCS's community parks do not contain skate features. In order to distribute major skate facilities more adequately throughout the community, it is suggested that the department assume a 1½-mile ~~3-mile~~ service area radius similar to community parks and develop skate parks in ~~all~~ areas of the city that are currently unserved. The 2021 NRPA ~~standard~~ average for cities of comparable size is 1 skate park per 110,000 residents.

Park Quantity, Quality, Safety and Sustainability Criteria (pg. 105):

The maps shown here provide an example of the potential information available with analysis by the ½-mile park service area. These maps identify the Level of Service within the individual park service areas by park type relative to the adopted standards of two acres per thousand residents for neighborhood parks, and three acres per thousand for community parks.

**Replace Map 20 Level of Service (Community Park 1½-mile ~~3-mile~~ service area) - Correct title, legend, and community park service area layer.*

The 2022 park planning process generated the first GIS analysis by individual park service area, offering detailed demographics and level of service details. A surprising result of the analysis was the low Level of Service of most existing community parks. ~~In future Park Plan review, consideration could be given~~ This data led to a 2023 amendment to reduce the service area reach of the community park classification from 3-miles to 1½ miles, or by individual park. Doing so ~~would~~ significantly improves community park level-of service metrics and provides the mapping tools and data necessary to identify service gaps and guide where additional community park assets could be added to larger neighborhood parks, or where ~~to locate~~ new community park acquisitions are needed. The average level of service for community parks with the narrowed service area improved from approximately 9% of the community park standard to approximately 85%. An additional approach could be expansion of the user capacity within the parks with low Level of Service through additional assets for recreational variety and sustainability of the natural and built landscape.

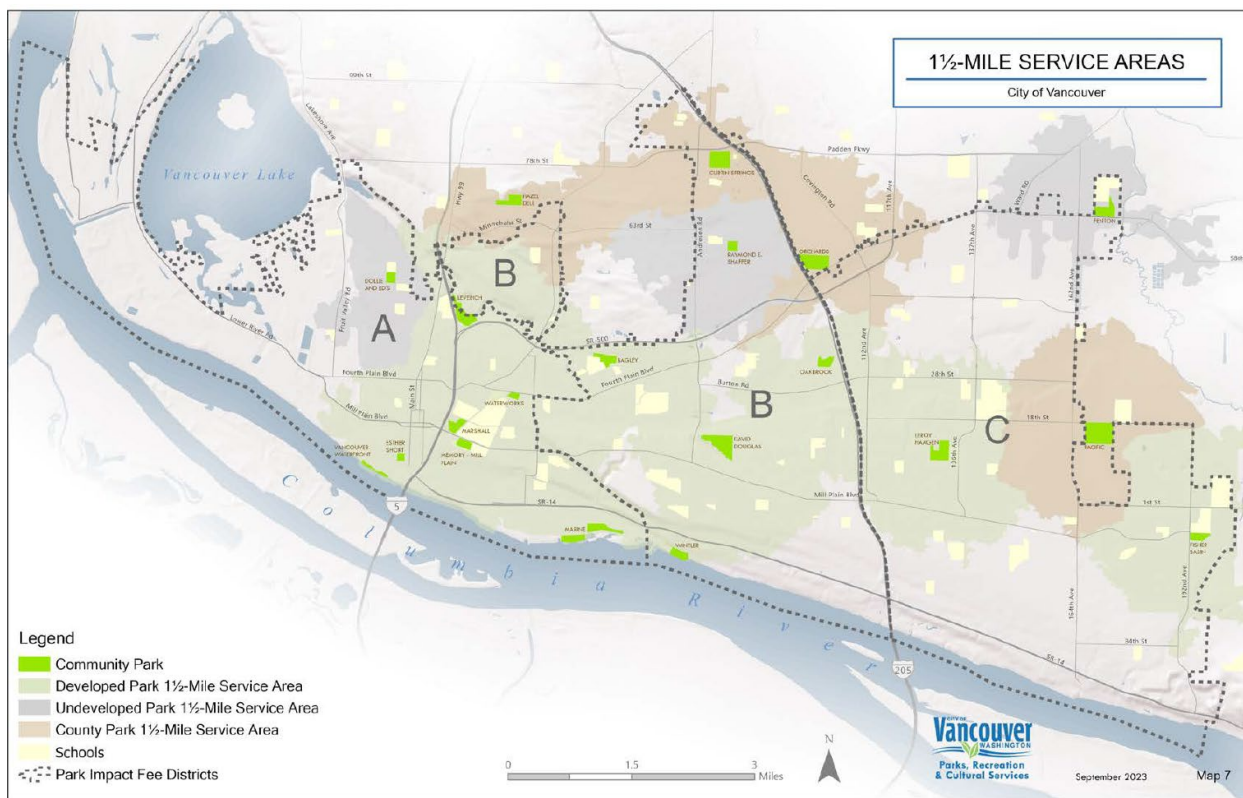
APPENDIX A: TERMS & ACRONYMS

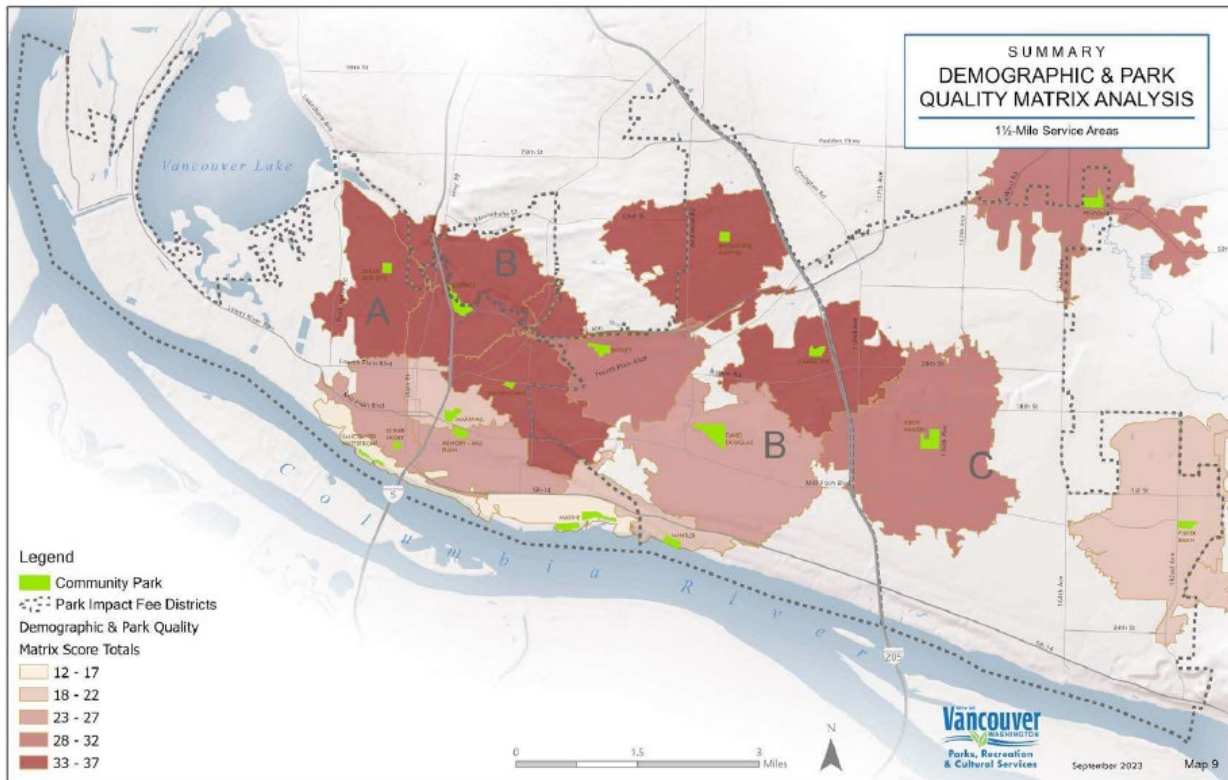
Community Parks (pg. 176):

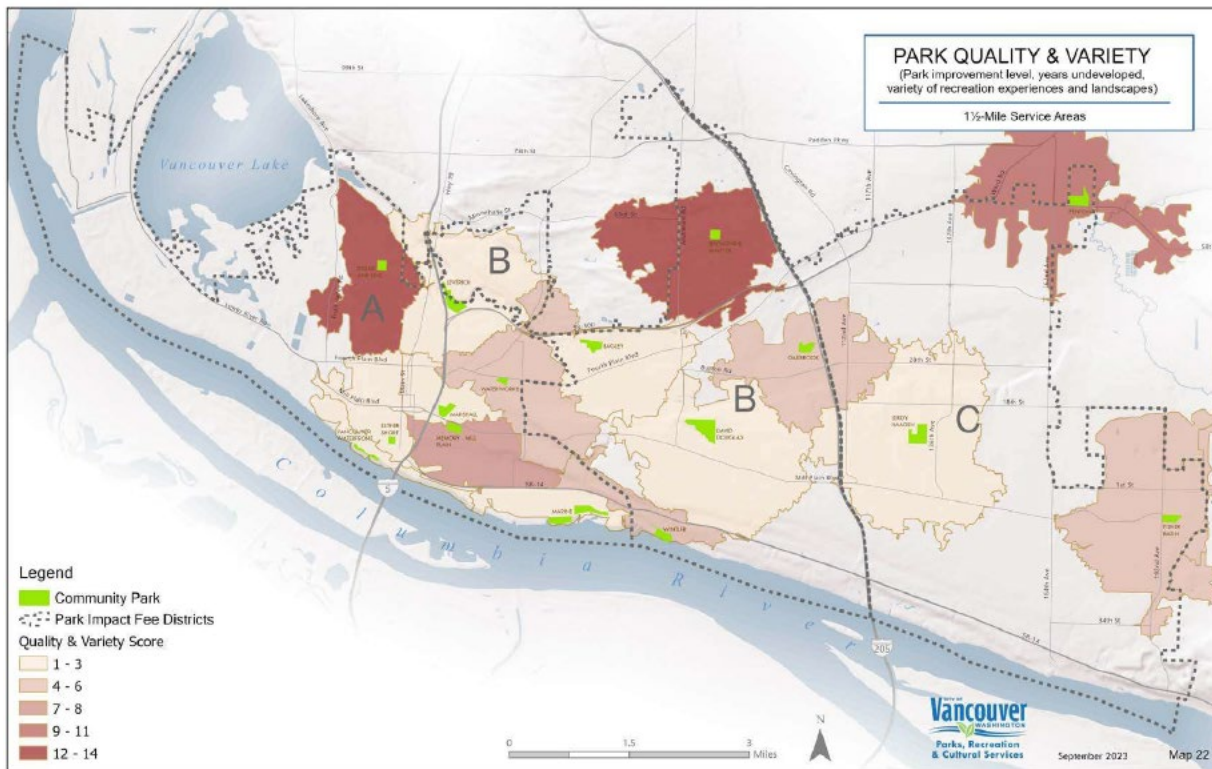
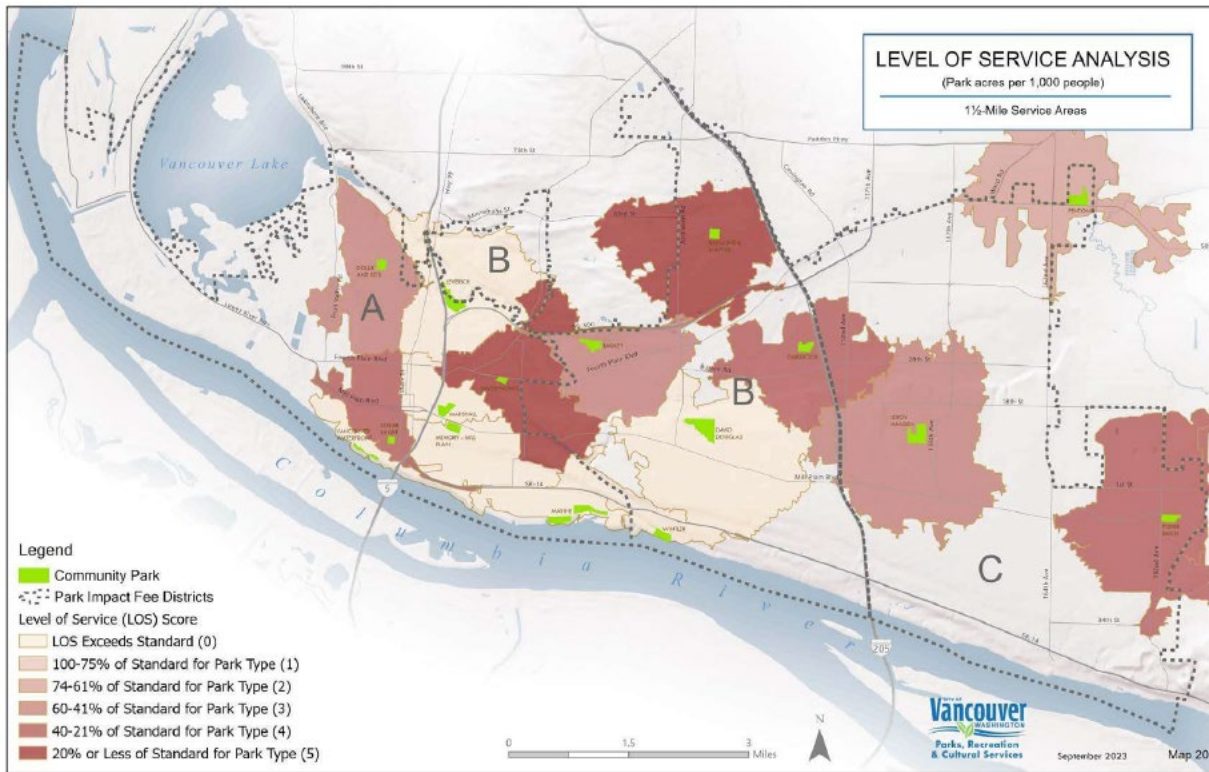
Urban Park Type, ideally 20+ acres, serving residents within a 1½-mile ~~3-mile~~ radius area. Common amenities typically include walking paths, themed play areas, open lawns, benches, shelters, picnic tables, play courts and sport fields. Parking and restrooms are needed due to the larger service area.

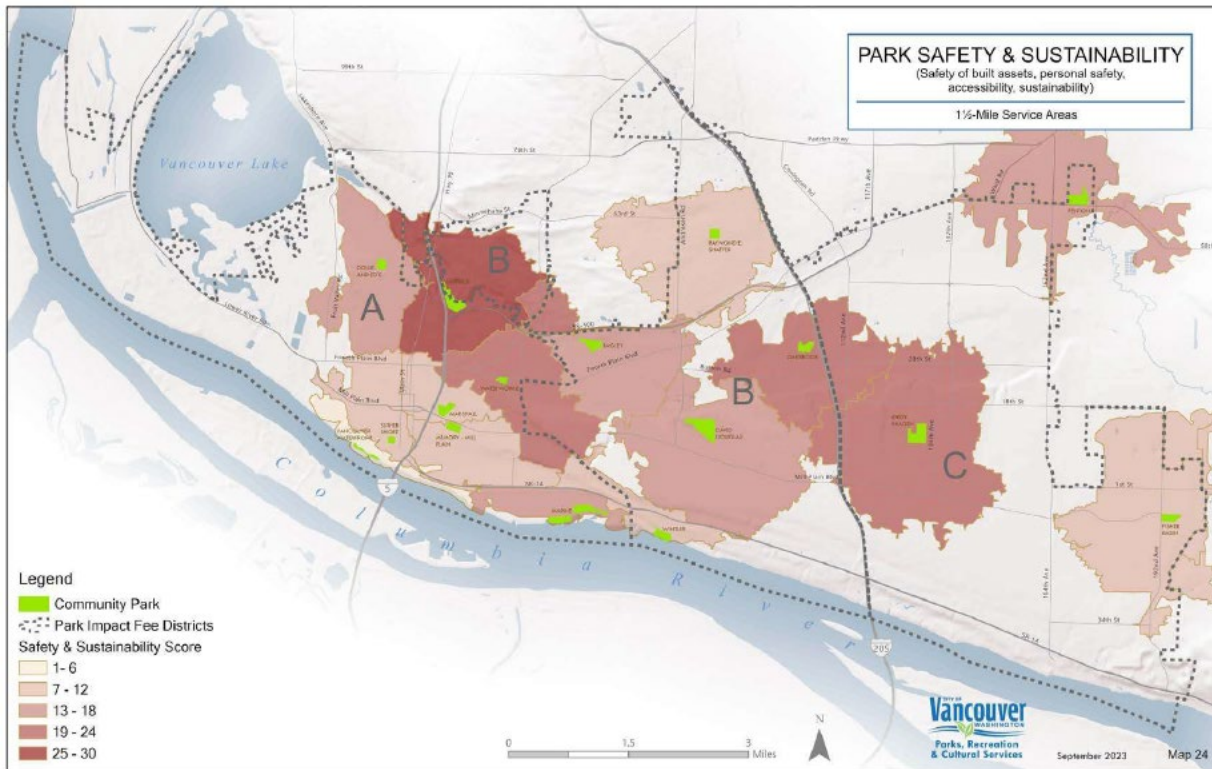
Neighborhood Park - Urban Park Type, typically 2–5 acres, serving residents within a ½-mile, or 10-minute walk service area. Common amenities include walking paths, play areas, open lawns, benches, picnic tables and sport courts. This is a walk-to destination to serve the local community and do not typically include supportive facilities such as restrooms and parking. Some high use areas may warrant expanded amenities and support services where community parks are not available or in higher density land use areas.

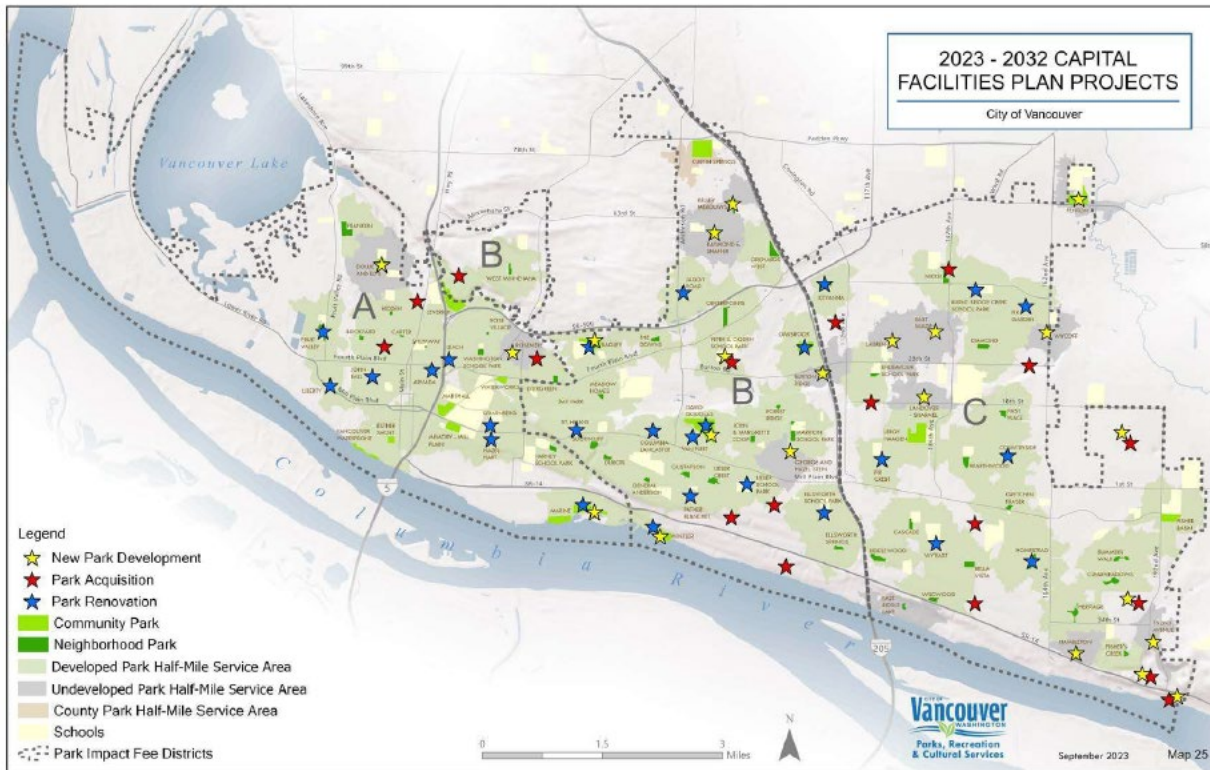
MAPS (pgs. 408-427):











Section 4. Zoning Code Text Changes.

A. VMC 20.150.040.A, which was adopted by Ordinance M-3643 is amended as follows.

VMC [20.150.040.A](#).

Breezeway. A roofed structure for the principal purpose of connecting the main building or buildings on a property with other main buildings or accessory buildings.

B. VMC 20.160.020, which was adopted by Ordinance M- 3643 is amended as follows.

B.14. Transportation Facilities. Bus, trolley, streetcar, light and heavy rail transit stops, ~~and~~ stations and other facilities; water taxi and ferry stations; and accessory bicycle parking. Includes associated fuel storage. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an essential public facility by the provisions of the Growth Management Act.

D.5. Warehouse/Freight Movement. Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include freestanding warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; ~~bus barns~~; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.

E.10. Temporary Uses. Includes uses that are temporary or interim in nature that are not subject to full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted. Uses may include seasonal or special events involving tents, canopies, membrane structures or storage containers. Situations caused by an unforeseen event deemed by the planning official to be an emergency situation or a temporary trailer or prefabricated building for use on any commercial or industrial zoned property as temporary commercial or industrial office or space associated with the primary use.

- C. VMC 20.170.070, which was adopted by Ordinance M-3643, and last amended by M-3692, is amended as follows:

B. Criteria for measuring flag lot widths and depths. Flag lot widths and depths are measured from the midpoints of opposite lot lines of the flag portion of the lot, excluding the access stem.

- D. VMC 20.180.060, which was adopted by Ordinance M-3643 and most recently amended by Ordinance M-4402, is amended as follows:

37.	Subdivisions – Preliminary	
A.	2 – 9 lots (not qualifying as a short subdivision)	\$8,220.00

- E. VMC 20.210.050, which was adopted by Ordinance 3643 is amended as follows:

20.210.050 Type II Applications. ☒

A. *Pre-application conference.* A pre-application conference is required for all Type II applications, unless waived under Section [20.210.080\(B\)](#) VMC before a Type II application is submitted. Pre-application conference requirements and procedures are set forth in Section [20.210.080](#) VMC.

B. *Application requirements.*

1. *Application forms.* Type II applications shall be made on forms provided by the planning official.

2. *Submittal information.* Type II applications shall:

- a. Include the information set forth in the chapter of this title governing the permit requested;
- b. Address the relevant criteria applicable to the permit requested in sufficient detail for review and action; and
- c. Be accompanied by the required fees.

C. *Counter-complete determination.* At the time of application submittal, the city shall make a determination of counter-complete status pursuant to Section [20.210.090](#) VMC.

D. *Fully-complete determination.* No later than 28 calendar days after receipt of a counter-complete Type II application, the planning official shall notify the applicant as to the completeness of the application. Determination of fully-complete status shall be pursuant to Section [20.210.100](#) VMC. An application shall not be deemed fully complete until all information listed in the code applicable to the action requested and/or in the pre-application conference summary is submitted.

E. *Notice of Application.* Within 14 calendar days after the date a Type II application is determined fully complete, the planning official shall issue a Notice of Application which shall include all of the following:

1. The case file number(s), the date of application, and the date a fully complete application was filed;
2. A description of the proposed project, and a list of project permits included with the application, as well as the identification of other permits not included in the application, to the extent known to the city;
3. The proposed SEPA Threshold Determination, if the Optional SEPA Process is used; whether the application is categorically exempt from SEPA, the deadline for submitting comments or appeals under Chapter [20.790](#) VMC, if applicable, or other matters covered by SEPA;
4. The identification of any existing environmental documents that may be used to evaluate the proposed project;
5. A statement of the public comment period, a statement that the public has the right to comment on the application, receive notice of the decision, request a copy of the decision once made, and a notice of any appeal rights;
6. An indication that failure of any party to address the relevant approval criteria with sufficient specificity may preclude subsequent appeals on that issue. Comments directed at the relevant approval criteria are what constitute relevant evidence;

7. An indication that all evidence relied upon by the planning official to make the decision shall be contained within the record and is available for public review. Copies of this evidence can be obtained at a reasonable cost from the planning official;
8. The name of the applicant or applicant's representative and the name, address, and telephone number of a contact person for the applicant, if any;
9. A description of the site, including current zoning and nearest road intersections, sufficient to inform the reader of its location and zoning;
10. A map showing the subject property in relation to other properties or a reduced copy of the site plan;
11. The date, place, and times where information about the application may be examined and the name and telephone number of the city representative to contact about the application;
12. An indication that after the comment period closes, the planning official shall issue a Type II Notice of Decision; and
13. Any additional information determined appropriate by the planning official.

F. *Distribution of Notice of Application.* The Notice of Application shall be published in a newspaper of local circulation and sent to the following persons by **regular** mail:

1. The applicant and all owners of the site which is the subject of the application;
2. All owners and residents of record of property as shown on the most recent property tax assessment roll, located within 500 feet of the site;
3. Any city recognized neighborhood association whose boundaries include the site;
4. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
5. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or which is otherwise entitled to such notice;
6. Any person who requested, in writing, to receive a copy of the Notice of Application.

G. *Comment period.* The planning official shall allow 14 calendar days after the date of Notice of Application is mailed and published in the paper for individuals to submit comments. Within seven calendar days after the close of the public comment period, the Planning official shall mail to the applicant a copy of written comments, including email communications, timely received in response to the Notice of Application together with a statement that the applicant may submit a written response to the comments of the planning official within 14 calendar days from the date the comments are mailed. The planning official in making his decision shall consider written comments timely received in response to the Notice of Application and timely written responses to those comments, including e-mail communications, submitted by the applicant.

H. *Timeline to make Final Decision.* The Final Decision on a Type II application shall be made and mailed pursuant to Section [20.210.050\(I\)](#) VMC not more than 120 calendar days (90 days for short subdivisions) after the date a fully complete determination is made. This period shall not include:

1. Time spent by the applicant to revise plans or provide additional studies or materials requested by the city.
2. Time spent preparing an environmental impact statement.
3. Time between submittal and resolution of an appeal.
4. Any extension of time mutually agreed upon by the applicant and the city in writing.

I. *Final Decision.* The Final Decision on a Type II application shall contain the following information:

1. The nature of the application in sufficient detail to apprise persons entitled to notice of the applicant's proposal and of the decision;
2. The address or other geographic description of the subject property, including a map of the site in relation to the surrounding area, where applicable;
3. The date the planning official's decision shall become final, unless appealed;
4. A statement that all persons entitled to notice or who have standing under Section [20.210.130\(B\)\(2\)](#) VMC may appeal the decision;
5. A statement in boldface type briefly explaining how an appeal can be filed, the deadline for filing such an appeal, and where further information can be obtained concerning the appeal;
6. A statement that the complete case file, including findings, conclusions and conditions of approval, if any, is available for review. The notice shall list the place, days and times where the case file is available and the name and telephone number of the city representative to contact about reviewing the case file;
7. A statement of the applicable criteria and standards pursuant to the Vancouver Municipal Code and other applicable law;
8. A statement of the facts demonstrating how the application does or does not comply with applicable approval criteria;
9. The reasons for a conclusion to approve, approve with conditions or deny the application;
10. The decision to approve or deny the application and, if approved, conditions of approval necessary to ensure the proposed development will comply with applicable law;
11. The date the Final Decision is mailed; and
12. A copy of the mailing labels showing (1) the persons who were mailed the Final Decision, and (2) the persons who were mailed the Notice of Decision.

J. *Distribution of the Final Decision.* The planning official shall provide an affidavit of mailing of the Final Decision as part of the file. The Final Decision shall indicate the date the Final Decision was mailed and demonstrate that the required Final Decision was mailed to the necessary parties in a timely manner. A Final Decision shall be sent by **regular** mail to:

1. The applicant and all owners of the site which is the subject of the application;
2. Any city recognized neighborhood association whose boundaries include the boundaries of the project site;
3. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
4. Any person who requested, in writing, to receive a copy of the Final Decision of the planning official; and

K. *Notice of Decision.* A Notice of Decision shall include the information contained in Sections [20.210.050](#)(l)(1)-(6), (10) and (11) VMC above.

L. *Distribution of Notice of Decision.* The planning official shall provide an affidavit of mailing of the Notice of Decision as part of the file. The Notice of Decision shall indicate the date the notice was mailed and demonstrate that the required notice was mailed to the necessary parties in a timely manner. A Notice of Decision shall be sent on the same day as the Final Decision by **regular** mail to:

1. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or who is otherwise entitled to such notice;
2. Any person who provided written comments on the application during the public comment period and provided a mailing address.

M. *Final Decision and effective date.* A Type II decision is subject to the required appeal period when the Final Decision and the Notice of Decision are mailed. A Type II decision becomes effective on the day after the appeal period expires, unless an appeal is filed, in which case the procedures of Section [20.210.130](#) VMC shall apply. (Ord. M-3643, 01/26/2004)

20.210.060 Type III Applications.

F. VMC 20.245.030, which was adopted by Ordinance M-3643, and last amended by M-4325, is amended as follows

20.245.030

A. Submission requirements. The applicant must submit a completed application form as prescribed by the planning official with applicable fee per Chapter 20.180 VMC, containing the following information:

1. Narrative describing the proposed uses for the site, hours of operation, hours and the frequency of deliveries, and construction schedule.
2. Drawn to scale site plan, legible for digital reproduction, showing accurate representation of the size and shape of the parcel(s), including easements of any kind, all dimensions, and parcel orientation. Include north arrow.
3. Locations, dimensions, and height of all existing and proposed buildings and structures, including garages, carports, decks, patio covers, and other accessory structures. Include dimensions from each other and from all property lines. Show dimensions from each other and from all property lines. Show dimension of eaves projecting beyond a wall or supporting post. Indicate usage of all structures.
4. Location, height, and material of fences, buffers, berms, walls, and other proposed screening. Note the location and dimensions of area of terraces, decks, shelters, and play areas.
5. Lighting plan. This plan shall show all proposed fixtures on-site and within right-of-ways. Show all existing above and underground power lines. (This plan will be routed to Clark County PUD by a City workgroup for comments and compliance with Standards.)
6. Location and detailed layout of vehicle access, site circulation, off-street parking and loading areas, lighting, landscaping, and buffering as required by Chapter 20.925 VMC. Include handicap parking stalls and disembarking areas, accessible route of travel, proposed ramp, and signage, as required by the most current version of the Washington Administrative Code governing accessibility for disabled persons. Include location and screening for proposed solid waste and recyclables storage areas.
7. Summary table which includes parcel zone, total site area, gross floor area by use (e.g., manufacturing, office, retail, storage), itemized number of full size, compact and handicap parking stalls and the collective total number, total lot coverage proposed, and amount of landscaped area.
8. Certified mailing list. Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC 20.210.050 and 20.210.060, decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For non-owner-occupied properties, provide mailing labels addressed to "occupant" as can be determined from available county assessor records (two copies).
9. Floor plan showing the gross square footage of each structure and outdoor activity area proposed on the site, including existing structures and outdoor activity areas to be retained. Include a description of the proposed uses of each structure or portions of a structure and each outdoor activity area. Include location of aboveground utilities and typical elevation drawings of each structure.
10. Pre-application conference summary or approved pre-application waiver, as well as additional information required in the summary.

~~11. One set 8 1/2" X 11" plans.~~

~~10. 12. One copy of a completed~~ Completed SEPA (State Environmental Policy Act) checklist (as required), on City provided form. Include SEPA processing fee, pursuant to Chapter 20.180 VMC, Fees.

~~11. 13.~~ Required processing fee for Conditional Use Permit (See Chapter 20.180 VMC).

~~12. 14.~~ Concurrency letter, addressed to Transportation Manager, with summary of project with projected traffic impacts, ~~8 1/2" X 11" site map~~ with appropriate fee. (See 20.180 VMC).

~~13. 15.~~ Any information deemed necessary to address mitigation for the specific development circumstances. (Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-3663 § 7, 2004; Ord. M-3643, 2004)

G. VMC 20.270.040.C, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179 is amended as follows:

C. Proposed site development plan. The proposed site plan shall be drawn at the same scale as the existing conditions plan and shall include the following information:

1. The proposed site and its dimensions and area, orientation relative to north.
2. Abutting properties or, if abutting properties extend more than 100 feet from the site, the portion of abutting properties within 100 feet of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
3. The location and dimensions of proposed development, including the following:
 - a. Streets and other rights-of-way and public or private access easements on and adjoining the site;
 - b. Vehicle, pedestrian and bicycle parking and circulation areas, including handicapped parking stalls and disembarking areas, accessible route of travel, proposed ramp and signage as required by Chapter 51-40 WAC;
 - c. Loading and service areas;
 - d. Active or passive recreational or open space features;
 - e. Above-ground utilities;
 - f. Existing structures to be retained on the site and their distance from property lines;

- g. Proposed structures on the site, including signs, fences, etc., and their distance from property lines;
- h. The location and type of proposed outdoor lighting and existing lighting to be retained; and
- i. The size and location of solid waste and recyclables storage areas.

4. Summary table which includes parcel zone, total site area, gross floor area by use, (i.e., manufacturing, office, retail, storage), itemized number of full size, compact and handicapped parking stalls and the collective total number, total lot coverage proposed, including residential density calculations.

5. Location, dimension, and purpose of existing easements.

H. VMC 20.330, Binding Site Plans, which was adopted by Ordinance M-3643 and last amended by M-3840, is amended as follows:

20.330.010 Purpose

Purpose. The purpose of the binding site plan process is to provide an alternative to the standard subdivision process for specific types of development. The binding site plan shall only be applied for the purpose of dividing land for:

- A. Sale or for lease of commercially- or industrially-zoned property as provided in RCW [58.17.040\(4\)](#);
- B. A division for the purpose of lease as provided in **applicable** RCW [59.17.040\(5\)](#) when no other structure other than manufactured homes or travel trailers are permitted to be placed upon the land; provided, that the land use is in accordance with the requirements of this Title; and
- C. Condominiums as provided in **applicable** either RCW [64.32](#) or [64.34](#) consistent with RCW [58.17.040\(7\)](#). (Ord. M-3643, 01/26/2004)

20.330.030 Application Submission Requirements

- C. Preliminary plat information. The applicant shall provide the following information:
 - 1. Existing conditions plan. The following information shall be provided on one or more to-scale drawings:

- a. A vicinity map showing streets and access points, pedestrian and bicycle pathways, transit stops and utility locations within a given radius of the site;
- b. The site size, dimensions and orientation relative north;
- c. The location, name and dimensions of public and private streets adjoining the site;
- d. The location of existing structures and other improvements on the site, including structures, driveways, parking, loading, pedestrian and bicycle paths, passive or active recreational facilities or open space and utilities;
- e. Elevation of the site at 2' contour intervals for grades 0% to 10% and at 5' contour intervals for grades more than 10%;
- f. The approximate location of significant natural conditions as available from the City's and/or County's GIS system such as:
 1. The 100-year flood plain;
 2. The location of drainage patterns and drainage courses;
 3. Unstable ground (lands subject to slumping, slides or movement);
 4. High seasonal water table or impermeable soils;
 5. Areas having severe soil erosion potential;
 6. Areas having severe weak foundation soils;
 7. Significant wildlife habitat or vegetation;
 8. Slopes in excess of fifteen percent (15%);
 9. Significant historic, cultural or archaeological resources, rock outcroppings.

10. Location, dimension, and purpose of existing easements.

2. Preliminary Binding Site Plan. The proposed preliminary binding site plan shall include the following information presented on one or more drawings:

- a. The proposed site and its dimensions and area.
- b. Proposed lots, tracts and easements including dimensions and total acreage.
- c. Abutting properties or, if abutting properties extend more than 100' from the site, the portion of abutting properties within about 100' of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
- d. The location and dimensions of development if proposed, including the following:

1. Streets and other rights-of-way and public or private access easements on and adjoining the site;
2. All parking and circulation areas;
3. Loading and service areas;
4. Active or passive recreational or open space features;
5. All utilities;
6. Existing structures to be retained on the site and their distance from property lines;
7. Proposed structures on the site, including signs, fences, etc., and their distance from property lines if known at time of land division; and
8. The location and type of proposed outdoor lighting and existing lighting to be retained if known at time of land division.
9. Location, dimension, and purpose of existing easements.

I. VMC 20.410, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4377 is amended as follows:

20.410.040 Minimum and Maximum Densities.

A. Purpose. The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. Maximum and minimum densities. The maximum and minimum densities for the low-density residential districts are contained in Table 20.410.040-1.

Table 20.410.040-1. Minimum and Maximum Densities and Lot Sizes^{1, 2}

Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3

R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9
R-17	2,000 sf	21.8	4,900 sf	8.8

1 The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by Chapter 20.260 VMC, ~~infill development~~, density transfer, ~~cottage clusters~~ and situations where an existing house is allowed on a larger than maximum lot size per subsection (C)(2)(c) of this section (Exceptions). Minimum and maximum densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas.

20.410.050 Development Standards.

A. Compliance Required. All developments must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained a variance(s) in accordance with Chapter 20.290 VMC.
2. All other applicable standards and requirements contained in this title.

B. Development standards. Development standards in low-density residential zoning districts are contained in Table 20.410.050-1 ~~and apply to land divisions approved after the effective date (07/27/2022) of this ordinance (M-4377)~~. These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter 20.902 VMC.

J. VMC 20.740.120, Frequently Flooded Areas, which was adopted by Ordinance M-3692 and last amended by Ordinance M-4325 is amended as follows:

This section shall apply to all special flood hazard areas within the boundaries of the city of Vancouver.

A. *Designation. Frequently flooded areas are the areas of special flood hazards identified by the Federal Insurance Administration Administrator and the Federal Emergency Management Agency (FEMA), respectively, in scientific and engineering reports entitled Flood Insurance Study: Clark County, Washington and Incorporated Areas, Volumes 1 and 2 (Numbers 53011CV001A and 53011CV002A, respectively) effective September 5, 2012, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs and their digital version, DFIRMs) and any revisions thereto, which are hereby adopted by reference*

and declared to be part of this chapter. The Flood Insurance Study (FIS), FIRMs and DFIRMs are available from the planning official, 415 West 6th Street, Vancouver, WA 98660. (See VMC [20.150.040](#), *Meanings of Specific Words and Terms*, for definitions for “areas of special flood hazards,” “floodplain,” “floodway,” and “frequently flooded areas.”)

When base flood elevation (BFE) data has not been provided in frequently flooded areas (Zone A), the planning official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer the provisions of this chapter. This best available information for flood hazard area identification shall be the basis for regulation until a new FIRM/DFIRM is issued.

B. *Compliance.* All development within special flood hazard areas is subject to the terms of this chapter and other applicable regulations.

C. *Penalties for Noncompliance.* See VMC [20.740.090](#).

D. *Abrogation and Greater Restrictions.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

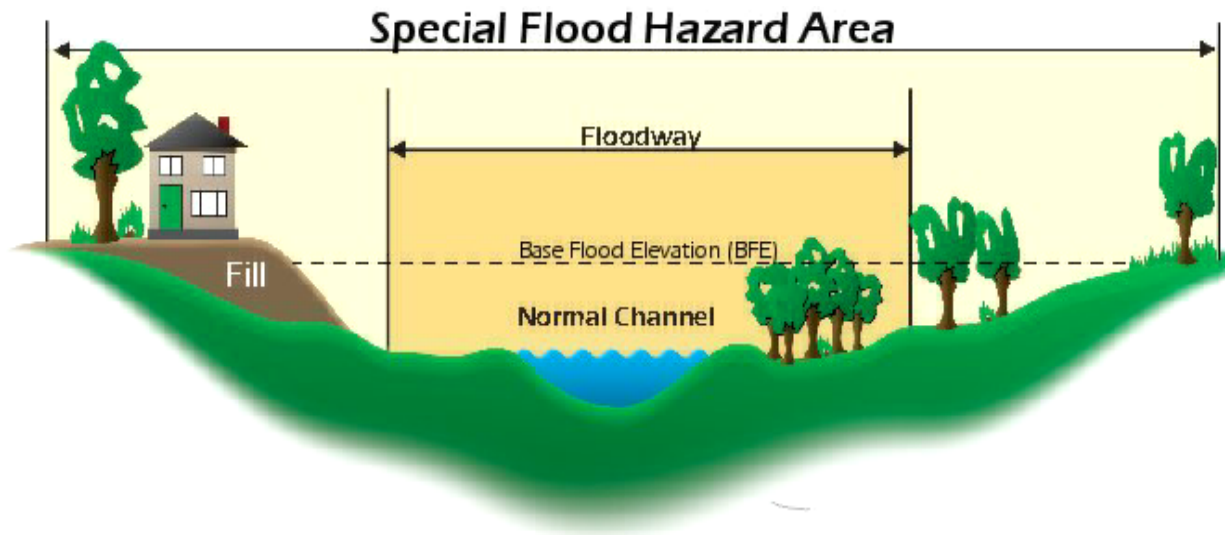
E. *Interpretation (Not Mandatory).* In the interpretation and application of this chapter, all provisions shall be:

1. *Considered as minimum requirements;*
2. *Liberally construed in favor of the governing body; and*
3. *Deemed neither to limit nor repeal any other powers granted under state statutes.*

F. *Warning and Disclaimer of Liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city of Vancouver, any officer or employee thereof, or the Federal Insurance ~~Administration~~ **Administrator** for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

G. *Severability.* This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

Figure 20.740.120-1. Frequently Flooded Areas/Areas of Special Flood Hazards



Adapted from *Floodplain Management: A Local Administrator's Guide to the National Flood Insurance Program, Fifth Edition, FEMA Region 10*

H. *Designation of the Floodplain Administrator (44 CFR 59.22(b)(1)).* The land use program manager is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The floodplain administrator may delegate authority to implement these provisions.

1. *Duties and Responsibilities of the Floodplain Administrator.* Duties of the floodplain administrator shall include, but not be limited to:

a. *Development Review.* Review all proposed developments to:

i. *Determine whether a floodplain permit is required;*

ii. *Make interpretations where needed as to the exact location of special flood hazard area boundaries, with respect to the flood insurance study maps and zoning district boundaries.*

b. *Permit Review.* Review all development permits to determine that:

i. *The permit requirements of this chapter have been satisfied;*

ii. *All other required state and federal permits have been obtained;*

iii. *The site is reasonably safe from flooding;*

iv. *The proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of Section 5.4-1 are met;*

v. *Notify FEMA when annexations occur in the special flood hazard area.*

I. Additional Critical Areas Report Requirements. In addition to the Critical Areas Report requirements in VMC [20.740.050](#), the following information shall be submitted. Elevation data shall reference the NAVD 1988 Datum.

1. Base (100-year) flood elevation in relation to mean sea level. When base flood elevation has not been provided or is not available from an authoritative source, it shall be generated by the applicant for developments which contain at least 50 lots or 5 acres, whichever is less.

2. Elevation in relation to mean sea level, of the lowest floor (including basement) of all existing and proposed structures.

3. Elevation in relation to mean sea level to which any structure's lowest floor (including basement) is raised to be at least 1 foot above the base flood elevation or for nonresidential flood-proofed structures, the elevation in relation to mean sea level to which any structure is flood-proofed.

4. Location of the channel migration zone. See the Clark County Shoreline Inventory & Characterization Report, Volume 1, Lewis and Salmon-Washougal Watersheds and Rural Areas, Map 27, Potential Channel Migration Zone (CMZ) Areas for general locations of channel migration zones. The actual location of the channel migration zone on site must be identified by a qualified professional and mapped in accordance with the submittal requirements of VMC [20.740.050](#).

5. Description of strategies taken to avoid, minimize, and mitigate unavoidable impacts to public safety. When the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(A\)](#)), the Critical Areas Report shall include a discussion of how and whether the proposed development would be reasonably safe from flooding. Historical data, high water marks, photographs of past flooding and other available information will be used as the basis for this discussion and conclusion.

6. Certification, documentation, and demonstration by a qualified professional of how the applicable standards of VMC [20.740.120\(J\)](#) will be met. To support the "no rise" analyses required in VMC [20.740.120\(J\)\(1\)](#), the documentation required in the most recently updated or amended FEMA Region 10 publication, Floodplain Management: A Local Floodplain Administrator's Guide to the National Flood Insurance Program shall be submitted.

J. Performance Standards. Except as noted, the following standards apply to all structures and development (including but not limited to the placement of manufactured homes, substantial improvement, roads, railroads, trails, dikes, levees, or water, sewer, stormwater conveyance, gas, power, cable, fiber optic or telephone facilities) in all areas of special flood hazards and channel migration zones (CMZs). Additional restrictions apply in the floodway.

1. Encroachments.

a. Designated Floodway: Prohibited Encroachments. The following are prohibited in the floodway:

1. Water wells ([20.740.120\(J\)\(4\)\(a\)](#)).

2. On-site waste disposal systems ([20.740.120\(J\)\(5\)\(a\)](#)).

3. Residential structures or other structures for human habitation including but not limited to:

- a. Building envelopes within subdivisions ([20.740.120\(J\)\(9\)\(a\)](#));
 - b. New construction or reconstruction of residential structures ([20.740.120\(J\)\(10\)\(b\)\(1\)](#));
 - c. Placement or replacement of manufactured homes (all types) ([20.740.120\(J\)\(10\)\(b\)\(2\)](#));
 - d. Critical facilities housing vulnerable populations and emergency services ([20.740.120\(J\)\(12\)\(a\)](#)); and
 - e. Recreational vehicles ([20.740.120\(J\)\(13\)\(a\)](#)).
- b. *Designated Floodway: Allowed Encroachments.* In areas where the base flood elevation has been provided and a regulatory floodway has been designated, other encroachments including but not limited to fill, new construction, replacement structures, substantial improvements and other development shall be prohibited unless:
1. Certification by a qualified professional (in this case, a registered professional engineer) is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in a net increase in base flood elevation (less than 0.00 feet, rounded) or flood velocity during the occurrence of the base flood discharge. At a minimum, such “no rise” analyses shall include a step-backwater analysis and a conveyance compensation analysis as required in the most recently updated or amended FEMA Region 10 publication, *Floodplain Management: A Local Floodplain Administrator’s Guide to the National Flood Insurance Program*; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
- c. *No Designated Floodway: Allowed Encroachments.* In areas where the base flood elevation has been provided but a regulatory floodway has not been designated, no encroachments including but not limited to new construction, substantial improvement, or other development (including fill) shall be permitted, unless:
1. The applicant has demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
- d. *Other Areas of Special Flood Hazards and CMZs.* In areas of special flood hazards except the floodway or where the BFE has not been provided, or in channel migration zones, encroachments, including but not limited to fill, new construction, replacement structures, substantial improvements and other development shall be prohibited, unless:
1. A qualified professional provides certification demonstrating that the proposed project would not result in a net loss of flood storage capacity; and
 2. The applicable standards of VMC [20.740.120\(J\)\(2\)](#) through [\(J\)\(15\)](#) are also met.
2. *Property Damage.* Development shall not result in adverse impacts to other properties either upstream or downstream.

3. *Drainage. Drainage paths around structures and on slopes shall be adequate to guide floodwaters around and away from proposed structures and adjacent properties.*
4. *Water.*
 - a. *Water wells are prohibited in the floodway.*
 - b. *In areas of special flood hazards except the floodway and in CMZs, water wells shall be constructed to withstand a 100-year flood without adversely impacting groundwater quality (WAC [173-160-171](#)).*
 - c. *All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.*
5. *Waste.*
 - a. *On-site waste disposal systems are prohibited in the floodway.*
 - b. *In areas of special flood hazards except the floodway and in CMZs, on-site waste disposal systems shall be located to avoid flood damage to them or release of contaminants from them during a base flood event.*
 - c. *New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.*
6. *Construction Materials and Methods.*
 - a. *Construction methods and practices shall minimize flood damage.*
 - b. *Construction materials and utility equipment shall be resistant to flood damage. For guidance on flood-resistant materials see the most current FEMA Technical Bulletin 2, Flood-Resistant Materials Requirements.*
 - c. *Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during a base flood event. For guidance on the placement of building utility systems, see the most current FEMA Publication #348, Protecting Building Utilities from Flood Damage.*
7. *Anchoring. All new construction including substantial improvements and all types of manufactured homes shall:*
 - a. *Be elevated on a permanent foundation and securely anchored to an adequate foundation system to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.*
 - b. *Be installed or placed using methods and practices that minimize flood damage. Manufactured home placement shall follow the guidance in the most current FEMA P-85, Protecting Manufactured Homes from Floods and Other Hazards.*
8. *Enclosed Areas Below the Base Flood Elevation.*
 - a. *Enclosed areas below the base flood elevation shall be used only for vehicle parking, building access, or storage.*

b. New or substantially improved enclosed areas below the base flood elevation shall be constructed in accordance with.

1. VMC [20.740.120\(J\)\(7\)](#), Anchoring
2. VMC [20.740.120\(J\)\(10\)\(c\)\(2\)\(d\)](#), Residential Construction
3. VMC [20.740.120\(J\)\(6\)\(b\)](#) and [\(J\)\(6\)\(c\)](#), Construction Materials and Methods

c. Enclosed areas below the BFE shall not be considered to be the lowest floor when they are not part of a basement and meet the requirements of VMC [20.740.120\(J\)\(10\)\(d\)](#).

d. Crawlspace Construction. Crawlspaces are a type of enclosed area below the BFE. Crawlspaces constructed at or above the lowest adjacent exterior grade are preferred. (Note: Insurance premiums for structures with below-grade crawlspaces will be higher than those with the interior elevation at or above the lowest adjacent exterior grade.) Refer to the most current FEMA Technical Bulletin 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas (available from the Planning Official) for more information. Crawlspaces:

1. Are prohibited in areas with flood velocities greater than five feet (5') per second unless designed by a qualified professional (in this case an architect or professional engineer).

2. Shall meet the requirements of VMC [20.740.120\(J\)\(8\)\(a\)](#) through [\(J\)\(8\)\(c\)](#), Enclosed Areas below the BFE.

3. Shall not be considered "basements" for the purposes of VMC [20.740.120](#) when constructed according to the following standards:

- a. The interior grade of a crawlspace below the base flood elevation must not be more than 2' below the lowest adjacent exterior grade.

- b. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed 4' at any point.

- c. The crawlspace must be equipped with a drainage system that removes floodwaters from the interior area of the crawlspace in a reasonable period of time after a base flood event.

9. Subdivisions.

- a. All subdivisions shall be designed:

1. To ensure that no residential structure or other structures for human habitation are located in the floodway even though lots may extend into the floodway;

2. To avoid placement of any structures in areas of special flood hazards and in CMZs;

3. Where it is not possible to design a subdivision in a manner to avoid placement of any structures in areas of special flood hazards or CMZs, the subdivision shall be designed to minimize or eliminate potential flood damage.

b. All subdivisions shall have facilities such as sewer, gas, power, cable, fiber optic, telephone, stormwater and water systems located and constructed to minimize or eliminate flood damage. (See VMC [20.740.120\(J\)\(2\)](#), Property Damage; VMC [20.740.120\(J\)\(4\)](#), Water; VMC [20.740.120\(J\)\(5\)](#), Waste; VMC [20.740.120\(J\)\(6\)](#), Construction Materials and Methods; and VMC [20.740.120\(J\)\(7\)](#), Anchoring.)

c. All subdivisions shall have adequate drainage provided to reduce exposure to flood damage. (See VMC [20.740.120\(J\)\(3\)](#), Drainage.)

10. Residential Construction (Including Manufactured Homes).

a. Residential Construction in the Floodway.

1. New construction and reconstruction of residential development including placement and replacement of all types of manufactured homes is prohibited in the floodway, **unless sited as a temporary use in accordance with subsection.**

2. Existing residential structures and manufactured homes in the floodway are nonconforming, but may be repaired or improved, provided:

a. The repair or improvement does not increase the ground floor area of the structure; and

b. The repair or improvement does not result in adverse impacts to other properties either upstream or downstream; and

c. The cost of the repair or improvement does not exceed 50% of the market value of the structure either:

1. Before the start of repair or improvement where there is no damage to the structure; or

2. Before flood or other damage to the structure occurred.

d. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the Planning Official and which are the minimum necessary to assure safe living conditions may be excluded from the 50%.

e. Any project for improvement to a structure identified as a historic place may be excluded from the 50%.

b. Residential Construction in Other Areas of Special Flood Hazards and CMZs. In areas of special flood hazards except the floodway and in channel migration zones:

1. New residential construction and reconstruction, including all types of manufactured homes and other structures for human habitation shall meet all the provisions of this chapter, including VMC [20.740.120\(J\)\(8\)](#) and [\(J\)\(10\)\(c\)](#) through [\(J\)\(10\)\(d\)](#).

2. New placement or replacement of all types of manufactured homes shall meet the standards of VMC [20.740.120\(J\)\(7\)](#), Anchoring.

3. Repair or Substantial Improvement. All provisions of this chapter (including the elevation standards of VMC [20.740.120\(J\)\(8\)](#) and [\(J\)\(10\)\(c\)](#) and [\(J\)\(10\)\(d\)](#)), all state and local health, sanitary, safety codes,

and where applicable, historic preservation codes shall be met when the cost of repair or improvement of an existing residential structure exceeds 50% of the market value of the structure either:

- a. Before the start of repair or improvement where there is no damage to the structure; or
- b. Before flood or other damage to the structure occurred.
- c. Elevation.

1. *BFE Established.* The lowest floor (including basement) of new residential structures (including but not limited to reconstruction, substantial improvement, the placement or replacement of all types of manufactured homes) shall be elevated at least one foot above base flood elevation. Structures shall be elevated using means other than fill (such as extended foundation or other enclosure walls, piles, or columns) whenever feasible. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE.

2. *No BFE.* In areas where the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(A\)](#) and [\(J\)\(5\)](#)) and the Critical Areas Report demonstrates to the satisfaction of the Planning Official that the proposed development would be reasonably safe from flooding, new residential construction (including but not limited to substantial improvement and the placement of manufactured homes) shall be elevated at least 2' above the highest adjacent grade. (Note: Failure to elevate at least 2' above the highest adjacent grade may result in higher insurance rates.)

d. *Fully Enclosed Areas Below Lowest Floor.* Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be certified by a qualified professional (in this case, a registered professional engineer or architect), or must meet or exceed the following minimum criteria:

- 1. Contain a minimum of 2 openings having a total net area of not less than 1 square inch for every 1 square foot of enclosed area subject to flooding;
- 2. The bottom of all openings are no higher than 1 foot above grade; and
- 3. Openings permit the automatic entry and exit of floodwaters even when equipped with screens, louvers, or other coverings or devices.

For guidance on flood openings, see FEMA Technical Bulletin 1-93, *Openings in Foundation Walls*.

4. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for automatic entry and exit of floodwaters.

11. *Nonresidential Construction.* New construction and substantial improvement of any nonresidential structure shall either be elevated (subsection [\(J\)\(11\)\(a\)](#) or [\(J\)\(11\)\(b\)](#) of this section) or flood-proofed (subsection [\(J\)\(11\)\(c\)](#) of this section):

- a. *Be Elevated: BFE Established.*

1. Have the lowest floor, including basement, elevated at least one foot above the base flood elevation or elevated as required by ASCE 24, whichever is greater;
2. Meet the same standards for space below the lowest floor as described in subsections [\(J\)\(8\)\(d\)](#) and [\(J\)\(10\)\(d\)\(1\)](#) through [\(J\)\(10\)\(d\)\(3\)](#) of this section; and
3. Have mechanical equipment and utilities waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater.

b. Be Elevated: No BFE.

1. In areas where the base flood elevation has not been provided or is not available from an authorized source (VMC [20.740.120\(J\)\(2A\)](#) and [\(3.120\(B\)\(5\)\)](#) and the Critical Areas Report demonstrates to the satisfaction of the Planning Official that the proposed development would be reasonably safe from flooding, new nonresidential construction shall be elevated at least 2' above the highest adjacent grade. Failure to elevate at least 2' above the highest adjacent grade may result in higher insurance rates; and
2. Meet the same standards for space below the lowest floor as described in [20.740.120\(J\)\(8\)\(d\)](#) and VMC [20.740.120\(J\)\(10\)\(d\)](#); or

c. Be Flood-Proofed. Together with attendant utility and sanitary facilities shall:

1. Be flood-proofed so that below one foot (or more) above the base flood elevation, the structure is watertight with walls substantially impermeable to the passage of water or dry flood-proofed to the elevation required by ASCE 24, whichever is greater;
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
3. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Planning Official as set forth in VMC [20.740.120\(L\)](#).

12. Critical Facilities.

- a. Critical facilities housing vulnerable populations and emergency services shall be prohibited in the floodway.*
- b. In areas of special flood hazards except the floodway and in CMZs, construction of new critical facilities shall be prohibited unless the applicant demonstrates that:*
 1. No feasible alternative site is available; and either:
 - a. The lowest floor, entrances, egresses, and to the extent feasible access routes are elevated to three feet above the base flood elevation or to the elevation of the 500-year flood, whichever is higher; or*
 - b. The applicant demonstrates that other measures would ensure that in the event of a flood, the facility would remain safe and fully operational and that potentially harmful materials would not be displaced by or released into floodwaters. Such measures shall be conditions of approval of the Critical Areas Permit.*

13. *Recreational Vehicles.*

- a. *Recreational vehicles shall be located outside the floodway.*
- b. *Recreational vehicles in areas of special flood hazard except the floodway and in CMZs shall either:*
 - 1. *Be on the site for fewer than 180 consecutive days;*
 - 2. *Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect-type water, sewer, stormwater, gas, power, cable, fiber optic, telephone, and security devices, and have no permanently attached additions; or*
 - 3. *Meet the requirements of VMC [20.740.120\(J\)\(7\)](#), Anchoring; VMC [20.740.120\(J\)\(8\)](#), Enclosed Areas below the Base Flood Elevation; and VMC [20.740.120\(J\)\(10\)\(c\)](#), Elevation.*

14. *Appurtenant Structures (Detached Garages and Small Storage Structures). For A zones:*

- a. *Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:*
 - i. *Use of the appurtenant structure must be limited to parking of vehicles or limited storage;*
 - ii. *The portions of the appurtenant structure located below the BFE must be built using flood-resistant materials;*
 - iii. *The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;*
 - iv. *Any machinery or equipment servicing the appurtenant structure must be elevated or flood-proofed to or above the BFE;*
 - v. *The appurtenant structure must comply with floodway encroachment provisions in Section 5.4-1;*
 - vi. *The appurtenant structure must be designed to allow for the automatic entry and exit of floodwaters in accordance with Section 5.2-1(5);*
 - vii. *The structure shall have low damage potential;*
 - viii. *If the structure is converted to another use, it must be brought into full compliance with the standards governing such use; and*
 - ix. *The structure shall not be used for human habitation.*
- b. *Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.2-1.*
- c. *Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the floodplain administrator for verification.*

15. *Alteration of Watercourse.*

a. The planning official shall notify adjacent communities and the state coordinating agency, Washington State Department of Ecology, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration **Administrator**.

b. Alteration or relocation of a watercourse shall be allowed only after:

i. Certification by a qualified professional that the alteration or relocation:

A. Is the only feasible alternative or is part of a restoration project approved by the appropriate state or federal agencies;

B. Will not diminish the flood-carrying capacity of the watercourse;

C. Will not block side channels;

D. Will be accomplished using soft armoring techniques wherever possible;

E. Will avoid to the extent possible and then minimize and mitigate removal of vegetation including downed woody vegetation; and

F. Will not endanger development in the channel migration zone.

ii. The applicant provides assurance acceptable to the planning official of maintenance of the relocated channel such that the flood carrying capacity of the watercourse is not diminished.

16. Changes to Special Flood Hazard Area.

a. If a project will alter the BFE or boundaries of the SFHA, then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a letter of map change, then the project proponent shall initiate within 180 days of the information being made available, and receive approval of, a conditional letter of map revision (CLOMR) prior to approval of the development permit. The project shall be constructed in a manner consistent with the approved CLOMR.

b. If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the floodplain administrator to be attached to the floodplain development permit, including all required property owner notifications.

K. Variances and Minor Exceptions. Variances as interpreted in the National Flood Insurance Program are based on the principle that they pertain to a physical piece of property. They apply to the land and are not personal in nature, do not pertain to the structure, its inhabitants, or economic or financial circumstances. The development standards contained in VMC [20.740.120](#), Frequently Flooded Areas are required by the Federal Emergency Management Agency (FEMA) under the National Flood Insurance Program (NFIP) to protect life and property from flood damage.

Variances from the NFIP standards of VMC [20.740.120](#) shall meet the approval criteria and other requirements of VMC [20.740.120\(K\)](#) in addition to any other applicable variance criteria or requirements (e.g., VMC [20.290](#) or VMC [20.760](#)). Variances from the NFIP standards of VMC [20.740.120](#) shall be

processed as Type I or II variances or shoreline variances as appropriate, not as Minor Exceptions (VMC [20.740.070](#)).

Variances or minor exceptions from other critical area standards (any standards of VMC [20.740](#) not in Section VMC [20.740.120](#)) shall meet the applicable criteria and follow the applicable procedures for the relief requested (VMC [20.740.070](#), VMC [20.290](#), or VMC [20.760](#))

1. NFIP variances may be allowed:

a. For Historic Structures. NFIP variances may be issued for the repair, reconstruction, rehabilitation or restoration of ~~structures listed on the National Register of Historic Places, the Washington Heritage Register, Washington's Heritage Barn Register, Washington's Historic Property Inventory Database, Clark County Cultural Resources Inventory, or Clark County Heritage Register, provided:~~ Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure. This variance possibility is only available to those structures that are:

i. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

ii. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

iii. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior;

iv. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or

b. Directly by the Secretary of the Interior in states without approved programs.

v. The proposed development will not preclude the structure's continued designation as a historic structure;

b. From the Elevation Standard. An NFIP variance from the elevation standard may be issued for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood elevation. As the lot size increases the technical justification required for issuing the variance increases.

c. From the Flood-proofing Standard for Non-Residential Buildings. NFIP variances may be issued for nonresidential buildings to allow a lesser degree of flood-proofing than watertight or dry flood-proofing where it can be determined that such action:

1. Will have low damage potential;

2. Complies with all other NFIP variance criteria except VMC [20.740.120\(K\)\(1\)\(a\)\(2\)](#);

3. Complies with VMC [20.740.120\(J\)\(4\)](#), Water; VMC [20.740.120\(J\)\(5\)](#), Waste; VMC [20.740.120\(J\)\(7\)](#), Anchoring; and VMC [20.740.120\(J\)\(9\)](#), Subdivisions.

d. For Allowed Development within the Floodway. NFIP variances may be issued for development within a floodway only when the requirements of VMC [20.740.120\(J\)\(1\)\(b\)](#) are met.

2. *NFIP Variance Approval Criteria.* NFIP variances from elevation and flood-proofing standards, and for development in the floodway (VMC [20.740.120\(K\)\(1\)\(a\)\(2\)](#) through (4) may be granted only if the applicant demonstrates that the requested action conforms to all of the following criteria:

- a. *The NFIP variance is the minimum necessary, considering the flood hazard, to afford relief.*
 - b. *The applicant has demonstrated good and sufficient cause.*
 - c. *Failure to grant the NFIP variance would result in exceptional hardship to the applicant. (Exceptional hardship for an NFIP variance is described in a FEMA memorandum dated July 22, 1986 entitled Resource Materials on NFIP Variance Criteria available from the Planning Official.)*
 - d. *Granting the NFIP variance will not result in increased flood heights or velocities, additional threats to public safety, significantly increased property damage potential, extraordinary public expense, or conflict with existing local laws or ordinances.*
 - e. *Demonstration that the following factors have been considered:*
 1. *The danger that materials may be swept onto other lands to the injury of others;*
 2. *The danger to life and property due to flooding or erosion damage;*
 3. *The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;*
 4. *The importance of the services provided by the proposed facility to the community;*
 5. *The necessity to the facility of a waterfront location, where applicable;*
 6. *The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;*
 7. *The compatibility of the proposed use with existing and anticipated development;*
 8. *The relationship of the proposed use to the comprehensive plan;*
 9. *The safety of access to the property in times of flood for ordinary and emergency vehicles;*
 10. *The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and*
 11. *The costs of providing governmental services during and after flood conditions, including maintenance and repair of facilities such as sewer, gas, electrical, stormwater, and water systems, and streets and bridges.*
3. *Notices Required.* A notice to the applicant is required whenever a variance is approved, approved with conditions, or denied. Such notice shall include the decision and the reasons for the decision. When a variance from the elevation standard is approved or approved with conditions, such notice shall state that the structure will be permitted to be built with a lowest floor elevation below that normally required with

respect to the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

L. Information to be Obtained and Maintained.

1. For all new and substantially improved structures and development, the planning official shall complete Section B of a current elevation certificate and obtain and record on that certificate:

a. For elevated (rather than flood-proofed) structures and development, the actual (as-built) elevation in relation to mean sea level of the lowest floor (including basement), and whether or not the structure contains a basement.

b. For nonresidential, flood-proofed structures, the elevation to which the structure was flood-proofed. All flood-proofing certifications shall also be maintained.

c. Maintain all records pertaining to development in frequently flooded areas subject to the provisions of this chapter, VMC [20.7.40](#), for public inspection.

*2. Records of Variance Actions. The planning official shall keep records of all variance actions and report any approved variances to the Federal Insurance Administration **Administrator** upon request.*

3. Records of Appeal Actions. The planning official shall keep records of all appeal actions. (Ord. M-4325 § 3, 2020; Ord. M-4020 § 2, 2012; Ord. M-4017 § 9, 2012; Ord. M-3844 § 2, 2007; Ord. M-3692 § 2, 2005)

G. VMC 20.790.840, which was adopted by Ordinance M-3643 is amended as follows:

A. Minor new construction funding. Pursuant to discretion and authority contemplated in 197-11-800(c) WAC, the City establishes the following exempt levels for "minor new construction," finding, as a matter of fact, that such exempt levels are supported by local conditions, including zoning and other land use plans or regulations, and by the fact that the City is an almost entirely urban and developed area:

*1. Residential **projects dwellings**: those containing **20 200 multi-family** dwelling units or fewer, **30 single family units or fewer, or 100 single family units or fewer on lots less than 1500 square feet in size.***

2. Agricultural structures: those containing 30,000 gross square feet or less.

3. Office, school, commercial, recreational, service or storage buildings: those containing 12,000 gross square feet or less, and which contains 40 parking spaces or fewer.

4. Parking lots: those containing 40 parking spaces or fewer.

5. Landfills and excavations: those consisting of 500 cubic yards or less.

B. Establishing new exemptions levels. Whenever the City establishes new exempt levels under this Section, it shall send them to the Headquarters Office of Ecology under 197-11-800(1)(c) WAC. (Ord. M-3643, 2004)

L. VMC 20.950, which was adopted by Ordinance M-4377 is amended as follows:

20.950.020 Applicability.

A. *Permitted zones and required minimum project size.* Cottage cluster housing developments shall be allowed on properties 20,000 square feet or larger in size, in the R-17, R-9, R-6, R-4 and R-2 zoning districts. Lot size minimums of the underlying zone are not applicable to cottage cluster developments.

B. *Permitted Uses.* Cottage cluster development uses shall be limited to attached and detached single-family homes and associated outbuildings, public or private open space, and parking areas. Duplexes or attached single-family homes may constitute no more than 20 percent of the total number of units. Home occupations pursuant to Chapter [20.860](#) VMC shall be permitted only if there are no employees residing off site. Accessory dwelling units pursuant to Chapter [20.810](#) VMC shall be permitted only if located entirely within the single-family homes.

C. The narrow lot development standards in Chapter [20.927](#) VMC and R-17 zoning district standards of Chapter [20.410](#) VMC shall not apply to cottage housing developments. (Ord. M-4377 § 2(d), 2022)

20.950.030 Site Development and Design Standards.

A. General Standards.

1. Cottage housing developments may be allowed at up to **two times** ~~200 percent of~~ the maximum density of the underlying zone, including any accessory dwelling units.

2. Cottage housing developments shall contain a minimum of four and a maximum of 12 units in a cluster; provided, that a cottage development may contain up to two clusters.

3. Each single-family cottage shall not exceed 1,600 square feet in total floor area, and each duplex cottage 3,000 square feet. Floor areas of attached or detached garages and outbuildings shall count towards these size limits, with the exception of the first 200 hundred square feet of garage or outbuilding per single-family cottage, or 400 square feet per duplex. **Existing single-family homes may remain on site but will be counted toward the total density.**

4. Building heights may not exceed 25 feet within 50 feet of the project site perimeter, and 30 feet elsewhere in the site. Roofs higher than 18 feet shall be pitched at a ratio of at least 6:12.

5. Covered porches shall be at least 60 square feet, with no dimension less than five feet.

6. Buildings shall be set back at least 10 feet from the nearest public or private road, and at least five feet from other buildings. Building setbacks to exterior property lines shall be that of the underlying zoning district.

B. *Cottage Orientation.* Cottages must be clustered around a common courtyard and must meet the following standards:

1. At least 75 percent of the cottage units shall be located within 25 feet of a common **courtyard, and** shall have covered porches and main entries which face the common courtyard **or an adjacent public street.**

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver, Vancouver Municipal Code (VMC) Title 20, and the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan; amending Chapter 5 and Appendix E of the Vancouver Comprehensive Plan 2011-2030; amending VMC 20.150, 20.160, 20.170, 20.180, 20.210, 20.245, 20.270, 20.330, 20.410, 20.740, 20.790, and 20.950; amending the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022-2031); providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

From: [Terry Dunn](#)
To: [Planning Commission](#)
Subject: Requested zone change at the corner of SE 15th street and SE 192nd Avenue
Date: Saturday, October 14, 2023 11:56:21 AM

You don't often get email from terrydunn11@gmail.com. [Learn why this is important](#)

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

To the Vancouver Planning Commission,

I am writing to argue against the approval of the zone change at the corner of SE 15th street and SE 192nd Avenue. I hope the commission will take these points into consideration when they make a decision on the zone change.

Firstly, it is disturbing to read the false statements made by Planning Commission staff in support of the change. Staff supports the requested change by saying “applies with applicable criteria for Comprehensive Plan and zoning map changes”. Further, the principal planner states, “the proposed development would be consistent with the surrounding area”. Both these statements are factually false. The change would drastically change the neighborhood character in violation of the Vancouver Municipal Code and the Washington Administrative Code. Nowhere in the neighborhood is there high density housing. The surrounding areas were not constructed/designed to handle high-density living

Secondly, the approach taken by Vance Development in requesting the change is a disingenuous strategic ploy. Vance first requested a change to R-30 zoning allowing 4-story apartment buildings. When the anticipated outrage appeared, Vance changed their request to R-22 zoning which permits 3-story apartment buildings. Vance called this a “compromise” when in fact it is simply a minor change that preserves the high-density apartment building and in no way complies with the requirement to preserve the neighborhood character.

Given all these facts, I hope that the Commission will deny the zone change, notwithstanding the recommendation of the Planning Commission staff.

Sincerely,
Terrence Dunn
1809 SE 18th PL
Vancouver WA 98683
terrydunn11@gmail.com

From: Kevin Barron <kdbarron1974@gmail.com>

Sent: Saturday, October 21, 2023 12:01 PM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnerny-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>

Cc: achen522@gmail.com; Mtsang621@gmail.com; jacobbillingsley92@gmail.com; sweow@gmail.com; DasGupta44@gmail.com; aebarron@yahoo.com

Subject: 192nd and 15th St Rezone Proposal

Some people who received this message don't often get email from kdbarron1974@gmail.com. [Learn why this is important](#)

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Good afternoon,

We, the neighbors of Bennington and Fishers Landing East, hereby petition the Mayor, City Council, and City Planning Commission, to reject the proposal (PIR 83420) of rezoning the property on the Northwest corner of 192nd Avenue and SE 15th Street, from Urban Low Density to Urban High Density. The proposed zoning change does not meet the Zoning Changes Approval Criteria (VMC 20.285.050) of compatibility and violates the housing goal/policy of the preservation of neighborhood character outlined in the Washington State Legislature Housing Element (WAC 365-396-410).

There are already several high density residential housing options near the proposed development site, five of which are within a one mile radius, and many others that are in the plans of several future projects in the area. It is worth noting that all of the existing and future planned apartment complexes are either directly adjacent to commercially zoned areas or within mixed use zoned areas. The proposed apartment development is surrounded in all four directions by Urban Low Density zoned areas which is not suitable or consistent with precedent for this type of construction.

Additionally, there are several other potential concerns for our community, such as the impact on schools, traffic, noise, and crime, that need to be addressed and accounted for.

We have attached a zip file, containing the signatures of approximately 600 concerned members of our neighborhood.

We respectfully request that you reject any proposal that includes Urban High Density Zoning.

Sincerely,

Kevin D. Barron and the neighbors of Bennington and Fishers Landing East

 [Petitions.zip](#) 

From: [Bev & Ken Tyler](#)
To: [Planning Commission](#)
Subject: Fircrest Neighborhood Association Statement re: SEPA
Date: Monday, October 23, 2023 7:50:20 PM
Attachments: [SEPA Statement - Final FNA Version.docx \(1\).pdf](#)

You don't often get email from tylerknb@comcast.net. [Learn why this is important](#)

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My name is Beverly Tyler. I serve as Fircrest Neighborhood Association Development Chair. In June of 2023, Fircrest Neighborhood Association wrote a membership statement regarding "loosing" SEPA usage. I have attached a copy of the statement for your reference and will also be presenting the material virtually on behalf of FNA.

Beverly Tyler
1403 NE 131st Ave
Vancouver, Wa 98684
Ph: 360-256-3417

FIRCREST NEIGHBORHOOD ASSOCIATION'S STATEMENT RE:
PROPOSED SEPA THRESHOLD CHANGES

The Fircrest Neighborhood Association met on June 6, 2023, to discuss the proposal to adopt loosened state environmental regulations for new residential developments.

The Fircrest Neighborhood Association understands the need for increased housing in the City of Vancouver and recognizes that these changes would increase the construction of single- and multi-family housing projects.

However, one role of government is to balance competing goals, and the goals that are supported by the SEPA process are important.

The State Environmental Policy Act known as SEPA has been around since 1971. The SEPA process helps cities analyze the environmental impacts of proposed construction projects while (1) protecting environmental impacts on floodplains, wetlands, trees, archeology and water and (2) mitigating impacts from traffic and surface run-off. These issues can affect other residents in the area.

The SEPA process acts as a safeguard, providing another “**pair of eyes**” to ensure our environmental and archeological treasures are preserved. SEPA offers an explicit “**guideline**” for environmental protection as well as providing an important process to appeal decisions. Changing the thresholds, especially the multi-family housing threshold from 20 units to 200, increases the probability that environmental and archeological issues will be overlooked, resulting in damages in the very areas that SEPA is intending to protect. It is also very concerning that there would be **no opportunity to appeal decisions in order to address SEPA-related concerns.**

The memo presented by the City Manager states that developments under 200 units rarely have issues arise through the SEPA process, but “rarely” indicates that there have in fact been instances when the SEPA process has discovered problems and led to mitigation measures.

The Fircrest Neighborhood Association (FNA) has consistently advocated for the environment and supported Vancouver’s rich culture of caring for the natural resources around us. The City of Vancouver has shown time and time again the value it places on green spaces and the environment. Loosening the state environmental regulations tilts the balance too much toward development and away from protecting the environment. It would be sad and concerning to see the City of Vancouver shift away from its own principles of environmental sustainability and the value it places on “parks, green spaces, and other natural systems” (December, 2022 Climate Action Framework).

Votes in favor - 14

+ 2 who had to leave the meeting early before all the revising/editing was done.

Votes opposed - 0

+1 who had to leave the meeting early before all revising/editing was done.

Reasons for opposition: Concerns about limited housing in the city and the resulting high cost of housing

Abstained - 0

From: DeeJ H <deej.harriman@gmail.com>

Sent: Tuesday, October 24, 2023 11:06 AM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnery-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>

Subject: No Re-zone @15th and 192nd.

Some people who received this message don't often get email from deej.harriman@gmail.com. [Learn why this is important](#)

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

Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous

construction precedents for this kind of building.

In addition, there are a number of other possible issues that our community may be concerned about, such as the effect on schools, traffic, noise, and crime, all of which need to be taken into consideration. Our teachers just got through a strike, I see adding this and the number of students that come with it (approx. 90) as a burden to an already fragile ecosystem.

The traffic study alone calls a need for change to 15th that would be needed with the high density flow off of 15th. As of right now the only other place that does that is off of 192 and 20th and that has 2 lanes of traffic allowing for a better flow. 15th is a single lane through-way that already has backups because of the timing of lights at 15th and 192nd.

Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: ssilvev643@aol.com
To: [Planning Commission](#)
Subject: Planning commission meeting
Date: Tuesday, October 24, 2023 7:23:54 AM

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Sirs

The following are some comment from reviewing your Fall 2023 comprehensive plan.....

It appears that in most of these projects, the impact on parking, density are affected, and the excuse of state mandate is used too much.

192nd Ave

The question to ask is parking which tends to be limited in any project built currently. Example abound within the city over the recent years, yet the city continues on their quest of no parking spots or 1/2 space per unit, which then impacts the old neighborhoods as the overflow goes there. The concept drawings do not in many case ever match what is built, as has been demonstrated many time, most recently on 18th St.

They mention jobs in the area, what is area, 3 miles, 6 miles, and 20 miles? Area these jobs paying enough to support rent at least then 30% of take home, or is more like 50 to 60 % of take home, thus increasing likely hood that there are 2 to 3 workers per unit, thus requiring more transport and parking.

While a state law may require something is it feasible? Is it practical and where is the study, data, research to show this. To state that one must do something because some pie in the sky person believes it is not a reason. One must be honest in the fact that should they wish to increase housing then the Projects are next, meaning, like Chicago, ST Louis, East Berlin, and other area, 20- **30** story tenement buildings, on the bus line, or tram line. But given the fact that industrial jobs are not here due to code changes, elimination of supplies, etc.: where is it that these people work, what is it that they do?

The other question with all these buildings is the water run-off calculated and system capable of handling it? As recently explained to me there seems to be a double taxation for property owners, and issues that come up.

Wood Duck springs...

Is the wetlands designation to stay, seems that in the past the city planners have turned a blind eye to fill in on some areas and then allowed building of houses, and

this resulted in agriculture to drill new wells as the building project pumped out water to a level to allowing piping to go in, lowering intake of existing well pumps.

Miller Map change:

When state that public services reviewed traffic, are these the same folks whom when questioned about a flaw in a traffic study told the judge it didn't matter. That allowing only one exit on a narrow street, for over 200 homes to escape in case of emergency, such as fire in the remaining wetlands and now homeless camps hiding in them.

The lack of parking and no city ordinance for tenets that they may not have a car exists, where do they park, again with cutting back on space, and not dealing with reality creates real world issues.

Date park:

54 housing units and only 44 parking spots, and power point map shows on street parking currently in photo, so only .75 cars per unit, and these folks work where? Earn how much?

Other comments:

Changing codes is all find and well, but how about following the rules currently and in past. Having recently been involved in a repair, remediation project for the community I live in I find it amazing that one must get permits yet the city did nothing to enforce code, in the past, and follow rules and regs, yet the current owners must now pay. Further that one would expect that if you received the permit which states land size, distances etc that they would be accurate since in fact they have the city stamp, yet they are not.

So if past practice is any indication of what goes on it is a sad day for this city, as they continue to use excuses to justify their existence, rules and changes, yet allow the politicians to make unfounded decisions which shall affect all quality of life, and lower the quality of neighborhoods within the city.

TA

Steven Silvey

Vancouver, WA

From: [Corinna Dollar](#)
To: [Planning Commission](#)
Subject: Public comment regarding planned rezone of 192nd Ave.
Date: Sunday, October 22, 2023 11:00:06 AM
Attachments: [image.png](#)
[image.png](#)

You don't often get email from belltowermoon@gmail.com. [Learn why this is important](#)

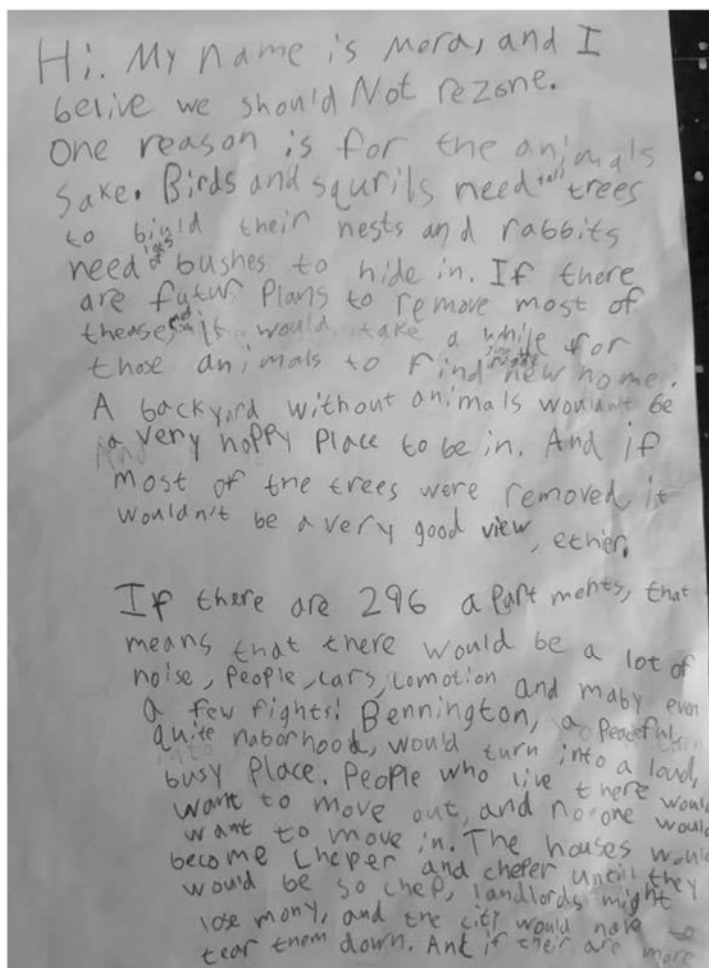
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Greetings,

We are residents of 18915 S.E. 12th Way and will be directly affected by the proposed rezone of the 192nd Ave. property that will be discussed at the Planning Commission Meeting on October 24th.

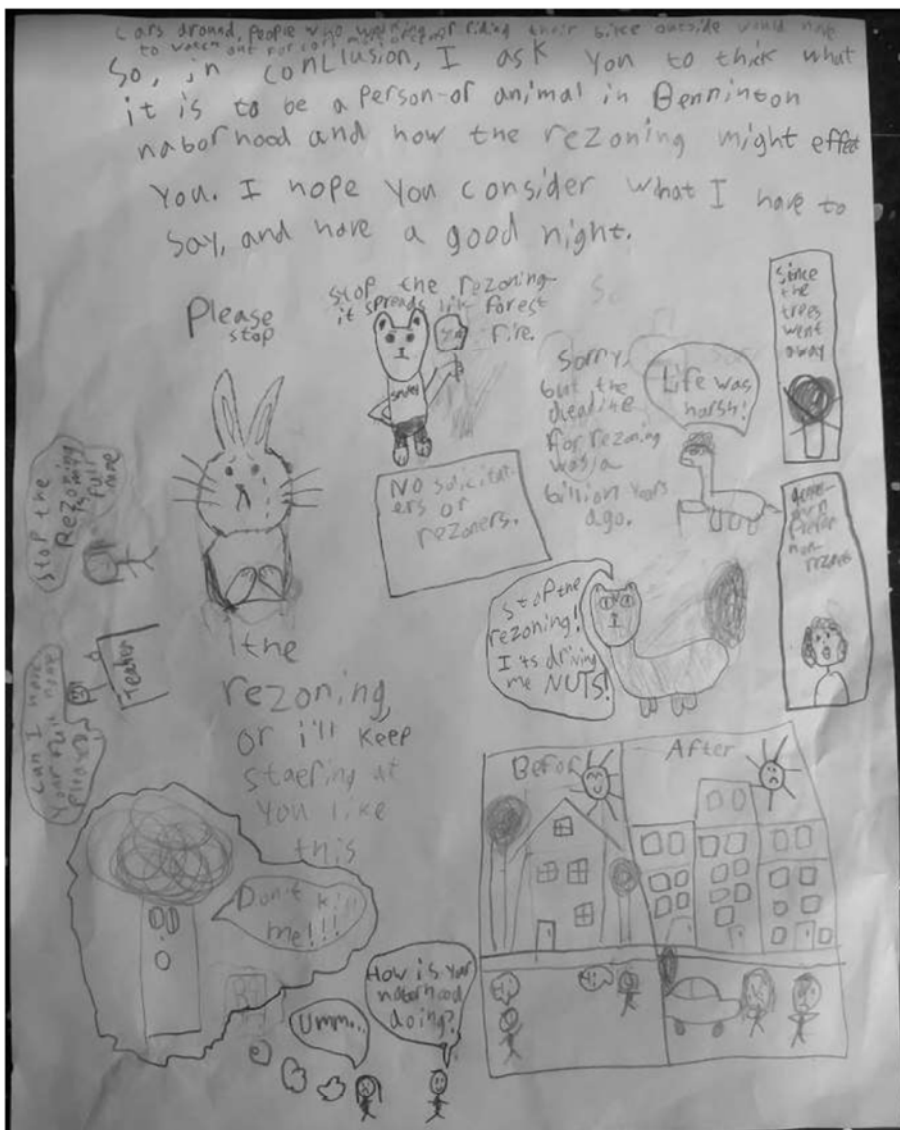
Our backyard faces the property in question, and would be greatly impacted by the proposed rezone for apartments, with a loss of trees, wildlife, and the addition of a 2-3 story building looking directly into our yard.

Our 11 year old daughter prepared comments she wanted to present at the upcoming meeting, but as we cannot attend on the 24th we offer them here:



Hi. My name is Mera, and I believe we should Not rezone. One reason is for the animals sake. Birds and squirrels need trees to build their nests and rabbits need bushes to hide in. If there are future plans to remove most of these, it would take a while for those animals to find new home. A backyard without animals wouldn't be a very happy place to be in. And if most of the trees were removed, it wouldn't be a very good view, either.

If there are 296 apartments, that means that there would be a lot of noise, people, cars, motion and maybe even a few fights! Bennington, a peaceful quiet neighborhood, would turn into a loud, busy place. People who live there would want to move out, and no one would want to move in. The houses would become cheaper and cheaper until they were many, and the city would have to tear them down. And if there are more



Thank you for your consideration.

Corinna Dollar
18915 SE 12th Way
Vancouver, WA 98683
(206) 496-8522

Timothy Dunton
2114 Main St., #196
Vancouver, WA 98660

October 17, 2023

Planning Commission Vancouver, WA,

I urge you NOT TO APPROVE the rezoning application that has been submitted for the properties at 3607, 3701, 3701 ½ E. 18th St., 98661.

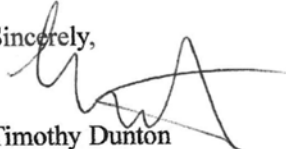
The neighborhood does not need any more low- income housing. VC 20.870.010 prohibits a disproportionate burden to fall on one area. While 54 units are proposed, we all know that 54 people may be housed, but another 54 (or more) will be hanging around the neighborhood. That's the way it works, and we've all seen it long enough to know that's the truth. The small park just adjacent to these properties is already filled with homeless people and evidence of drug use, such that the children living on 17th and 18th streets can't even use the park to play.

I have owned many units on E. 18th for many years. I have seen the area improved dramatically and do not want to see it go back to how it was, with homeless people wandering around and and higher crime rate.

Another homeless community in this high crime neighborhood is very unfair to residents in the smaller apartment buildings and single family homes who are trying to live in peace!

Our neighborhood has done its time, do not approve the rezone from R18 to R30!

Sincerely,


Timothy Dunton

From: Deej H <deej.harriman@gmail.com>

Sent: Tuesday, October 24, 2023 9:34 PM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>; Pyle, Zachary <Zachary.Pyle@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; sarah.fox@cityofvancouver.us

Subject: Re: No Re-zone @15th and 192nd.

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Thank you for your time, I would like these to be part of the public record and for the proposed developer to follow up.

Follow-up to the 15th Street discussion this evening. I believe a refuse lane should be considered by the developer for the traffic turning out of the Complex before the 192nd stoplight before the left turn holding lane. This will allow residents to exit the complex without having to worry about cross

traffic and additional accidents (pedestrian, bicycle or otherwise). Additionally, I would like to know what emergency access into the surrounding neighborhoods would look like, are they just gated as I know proposed complex members will park in the adjacent neighborhoods and walk through the emergency access into the proposed complex (current problem in the suburbs of both Tigard and Portland).

This photo is a sample of the small refuse lane off of SE 20th that provides exiting cars a place to hold until traffic clears. Additionally, it allows for a left hand turn into the complex that alleviates through traffic which is not evident in the proposed traffic study along 15th but should be (i.e. turning left into the proposed complex from 15th).



Lastly, the Municipal Code for zoning district considerations, specifically, 20.420.025 better fits under R-18 rather than R-22 as outlined below.

Higher-Density Residential Zone Function and Location Criteria.

A. R-18 (Higher-Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas occupied by a substantial amount of multifamily development, **but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.** (*narrow streets along 15th currently*)
2. **Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable.** There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. **(This is not a necessary condition where existing moderate-scale multifamily structures have already established the scale relationship with abutting single-family areas).** (*there are not any of these moderate-scale multifamily structures in the surrounding area to establish the scale*)
3. Properties must have access from collector or arterial streets, such that vehicular travel to and

from the site is not required to use local access streets through lower-density residential zones. **(this was called out in tonight's public comments with the traffic cutting through WestRidge via 195th from 15th Street).**

Under the current considerations for R-22, this proposed complex doesn't meet any of the considerations under the same municipal code 20.420.025.

Please take these back to Gary Vance of the applicant group Vance Development to address these concerns.

Thank you,
DJ Harriman, PMP

On Tue, Oct 24, 2023 at 11:05 AM DeeJ H <deej.harriman@gmail.com> wrote:

Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous construction precedents for this kind of building.

In addition, there are a number of other possible issues that our community may be concerned about, such as the effect on schools, traffic, noise, and crime, all of which need to be taken into consideration. Our teachers just got through a strike, I see adding this and the number of students that come with it (approx. 90) as a burden to an already fragile ecosystem.

The traffic study alone calls a need for change to 15th that would be needed with the high density flow off of 15th. As of right now the only other place that does that is off of 192 and 20th and that has 2 lanes of traffic allowing for a better flow. 15th is a single lane through-way that already has backups because of the timing of lights at 15th and 192nd.

Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: Steven Holt <stholt@andersen-const.com>
Sent: Tuesday, October 31, 2023 1:08 PM
To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>
Cc: mori.ronae@gmail.com
Subject: Concerned Citizen In the Walnut Grove Area

You don't often get email from stholt@andersen-const.com. [Learn why this is important](#)

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Good morning, Mr. Snodgrass,

It was brought to my attention by my neighbor Eric that there are plans in the works to add 224 multi-family units to the area. I understand the city is growing and developing, and I can relate to and even appreciate the booming construction industry that is currently transforming our cities. I am a direct beneficiary of this industry as a project engineer for Andersen Construction Company, and I also come from the trades. However, I am extremely concerned about the direct and immediate impact that many units will have on the traffic flow in front of my house on 84th Avenue from 63rd to 58th Street. This is directly in front of my home, and I observe people break the law daily by speeding through our neighborhood because it's a shortcut to the freeway and expressway. I have three brilliant, talented, and gifted young children (13, 9, & 8) who play with the other kids in the neighborhood and they all cross this street daily. Although a stop sign was installed, they were placed in the wrong locations, and they do little to nothing to help ensure the safety of all the young children or special needs children. Are there going to be any additional speed control measures put in place to help with the sudden influx of traffic in this area? Lastly, there are speed bumps on 87th Avenue from 63rd to 58th Street so vehicles avoid driving that road due to the traffic control measures.

Warmly,

Steven Holt Jr
PROJECT ENGINEER 2
CELL: 360-513-7041

ANDERSEN CONSTRUCTION
Portland Office
6712 N Cutter Circle
Portland, OR 97217
503.283.6712

Builder of Choice
ANDERSEN-CONST.COM



TO: Mayor and City Council

FROM: Council Committee 2 (Stober, Fox, Harless)

DATE: 12/4/2023

SUBJECT Appointments to the Transportation and Mobility Commission

Present Situation

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-related projects, programs and policies. It also provides ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Committee 2 recently interviewed candidates for the following four full-term seats on the Transportation and Mobility Commission:

- Person age 16-19
- Person age 65 or older
- Person who uses public transit as their primary mode of transportation
- Person who bicycles as their primary mode of transportation

Committee 2 recommends the appointment of Devon Fender to the seat representing persons age 16-19, term beginning Jan. 1, 2024, and expiring Dec. 31, 2024; appointment of Sara Schmit to the seat representing cycling as a primary mode of transportation, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026; reappointment of Mario Raia to the seat representing age 65 or older, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026; and Eduardo Ramos to the seat representing public transit as primary mode of transportation, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026.

If there are no objections, appointments will be presented for Council action at the Monday, December 4, 2023, City Council meeting.

Action Requested

Appoint to the Transportation and Mobility Commission: Devon Fender to the seat representing persons age 16-19, term beginning Jan. 1, 2024, and expiring Dec. 31, 2024; Sara Schmit to the seat representing cycling as a primary mode of transportation, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026. and reappoint Mario Raia to the seat representing age 65 or older, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026; and Eduardo Ramos to the seat representing

public transit as primary mode of transportation, term beginning Jan. 1, 2024, and expiring Dec. 31, 2026.

Council Committee 2

ATTACHMENTS:

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	14978	11/15/2023	191.00	Baker,Dominic	Utility Refunds: 0046076200-04
Ad Hoc Payment	Check	14979	11/15/2023	15.00	Braaten,Jason	Utility Refunds: 0028006912-02
Ad Hoc Payment	Check	14980	11/15/2023	55.94	Brandy or Ronald Patterson Trustee,Patterson Family Trust	Utility Refunds: 0005013200-13
Ad Hoc Payment	Check	14981	11/15/2023	77.28	Campbell,Gloria	Utility Refunds: 0036035800-00
Ad Hoc Payment	Check	14982	11/15/2023	86.24	Castrey,Mary	Utility Refunds: 0039028000-00
Ad Hoc Payment	Check	14983	11/15/2023	14.00	Dominic E Baker Revocable Trust	Utility Refunds: 0046076200-04
Ad Hoc Payment	Check	14984	11/15/2023	66.20	Ellis Management LLC	Utility Refunds: 0015011900-03
Ad Hoc Payment	Check	14985	11/15/2023	59.69	Estate of Margie Johnson	Utility Refunds: 0141005064-01
Ad Hoc Payment	Check	14986	11/15/2023	203.00	Lawrence,Raymond	Utility Refunds: 0011017000-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14987	11/15/2023	40.11	Mary Ann Jeppesen Personal Representative,Estate of Esperanza Craven	Utility Refunds: 0023009400-08
Ad Hoc Payment	Check	14988	11/15/2023	74.21	Mary Arden Trustee,Mary Arden Trust	Utility Refunds: 0002043060-03
Ad Hoc Payment	Check	14989	11/15/2023	347.81	Potts,Juli	Utility Refunds: 0157020700-01
Ad Hoc Payment	Check	14990	11/15/2023	170.93	Sebastian,Patricia	Utility Refunds: 0072055630-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	14991	11/15/2023	215.69	Stromberg,Darby or Kevin	Utility Refunds: 0112093168-03
Ad Hoc Payment	Check	14992	11/15/2023	88.58	Tanura,Willionto	Utility Refunds: 0058001150-12
Supplier Payment	Check	14993	11/15/2023	2.75	Airgas, Inc	
Supplier Payment	Check	14994	11/15/2023	6,807.00	Allegis Group Holdings Inc Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	14995	11/15/2023	136.00	American Sani-Can	
Supplier Payment	Check	14996	11/15/2023	292.84	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	14997	11/15/2023	10,514.07	Arborscape Ltd Inc	
Supplier Payment	Check	14998	11/15/2023	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	14999	11/15/2023	17,060.00	Berry Dunn McNeil & Parker LLC	
Supplier Payment	Check	15000	11/15/2023	796.16	Bounce-N-Battle LLC	
Supplier Payment	Check	15001	11/15/2023	623.68	Bound Tree Medical LLC	
Supplier Payment	Check	15002	11/15/2023	6,189.00	BSK Associates - Remit- To: Supplier BSK Associates	
Supplier Payment	Check	15003	11/15/2023	10,569.25	CECO Inc	
Supplier Payment	Check	15004	11/15/2023	13,242.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	15005	11/15/2023	4,123.70	Cintas	
Supplier Payment	Check	15006	11/15/2023	26,287.95	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15007	11/15/2023	371,844.72	Clary Longview LLC	
Supplier Payment	Check	15008	11/15/2023	63,113.20	Columbia Resource Company	
Supplier Payment	Check	15009	11/15/2023	193.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15010	11/15/2023	108.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15011	11/15/2023	10,465.60	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	15012	11/15/2023	7,805.00	Constangy, Brooks, Smith & Prophete, LLP.	
Supplier Payment	Check	15013	11/15/2023	702.67	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	15014	11/15/2023	550.72	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	15015	11/15/2023	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	15016	11/15/2023	275.00	ERF Company Inc	
Supplier Payment	Check	15017	11/15/2023	3,189.35	Esquire Depositions Solutions LLC	
Supplier Payment	Check	15018	11/15/2023	935.00	Examworks Inc	
Supplier Payment	Check	15019	11/15/2023	311.10	Fazio Bros Sand Co Inc	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	15020	11/15/2023	8,381.97	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	15021	11/15/2023	1,107.50	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	15022	11/15/2023	1,238.14	Galls LLC	
Supplier Payment	Check	15023	11/15/2023	20,734.25	GreenWorks, P.C.	
Supplier Payment	Check	15024	11/15/2023	6,688.75	Groundwater Solutions, Inc.	
Supplier Payment	Check	15025	11/15/2023	1,812.00	H&H Wood Recyclers	
Supplier Payment	Check	15026	11/15/2023	9,939.18	Harryi Lawn and Power	
Supplier Payment	Check	15027	11/15/2023	1,086.00	Henco Plumbing, LLC	
Supplier Payment	Check	15028	11/15/2023	19,682.41	Herrera Environmental Consultants Inc	
Supplier Payment	Check	15029	11/15/2023	1,400.00	Historic Music Preservation Project	
Supplier Payment	Check	15030	11/15/2023	9,250.00	Hvas Group, LLC	
Supplier Payment	Check	15031	11/15/2023	1,249.00	J.S. Held LLC	
Supplier Payment	Check	15032	11/15/2023	925.00	Jason C. Bailes PLLC	
Supplier Payment	Check	15033	11/15/2023	18,086.07	Jimi E. Campbell	
Supplier Payment	Check	15034	11/15/2023	5,000.00	John H Ryan, Ph.D.	
Supplier Payment	Check	15035	11/15/2023	6,300.00	Julie Garver	
Supplier Payment	Check	15036	11/15/2023	11,912.72	KBT Distributing LLC	
Supplier Payment	Check	15037	11/15/2023	6,929.60	Keller Associates Inc	
Supplier Payment	Check	15038	11/15/2023	1,173.98	Kurita America Inc - Remit- To: US Water - Minneapolis	
Supplier Payment	Check	15039	11/15/2023	9,541.45	L.N. Curtis & Sons	
Supplier Payment	Check	15040	11/15/2023	4,985.86	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	15041	11/15/2023	148.60	Legacy Laboratory Services Inc	
Supplier Payment	Check	15042	11/15/2023	3,492.84	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	15043	11/15/2023	3,776.76	McFarlanes Bark Inc	
Supplier Payment	Check	15044	11/15/2023	1,500.00	Message Gears LLC	
Supplier Payment	Check	15045	11/15/2023	10,835.00	MGT of America LLC	
Supplier Payment	Check	15046	11/15/2023	4,407.35	Mobes Business Forms	
Supplier Payment	Check	15047	11/15/2023	11,526.55	Motorola Solutions Inc	
Supplier Payment	Check	15048	11/15/2023	6,782.10	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	15049	11/15/2023	8,750.00	Nancy Maisano	
Supplier Payment	Check	15050	11/15/2023	1,891.38	National Safety Inc	
Supplier Payment	Check	15051	11/15/2023	4,672.75	NAVEX Global Inc - Remit- To: NAVEX Global Inc	
Supplier Payment	Check	15052	11/15/2023	48,523.00	Newco Inc.	
Supplier Payment	Check	15053	11/15/2023	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	15054	11/15/2023	1,248.05	Northwest Health and Safety Inc	
Supplier Payment	Check	15055	11/15/2023	41,234.22	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	15056	11/15/2023	1,300.05	One Call Concepts Inc	
Supplier Payment	Check	15057	11/15/2023	17,900.00	Overton Safety Training Inc	
Supplier Payment	Check	15058	11/15/2023	1,875.38	Pacific Northwest Pollution Prevention Resources Center	
Supplier Payment	Check	15059	11/15/2023	69,744.04	Parametrix, Inc	
Supplier Payment	Check	15060	11/15/2023	9,620.00	Parkeon	
Supplier Payment	Check	15061	11/15/2023	15,108.90	Passport Labs Inc. - Remit- To: Passport Labs Inc	
Supplier Payment	Check	15062	11/15/2023	340.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	15063	11/15/2023	5,946.56	Physio-Control Inc - Remit- To: Stryker Medical	
Supplier Payment	Check	15064	11/15/2023	3,000.00	PlanIT Geo, Inc.	
Supplier Payment	Check	15065	11/15/2023	70.00	Porter W Yett Company	
Supplier Payment	Check	15066	11/15/2023	7,112.00	Portland Adventist Medical Center	
Supplier Payment	Check	15067	11/15/2023	16,582.14	PPC Solutions Inc	
Supplier Payment	Check	15068	11/15/2023	5,312.17	Precor Commercial Fitness	
Supplier Payment	Check	15069	11/15/2023	17,400.00	President and Fellows of Harvard College	
Supplier Payment	Check	15070	11/15/2023	11,098.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	15071	11/15/2023	12,880.95	Pure Air Filtration, LLC	
Supplier Payment	Check	15072	11/15/2023	2,877.61	Qwest Corporation - Remit- To: Qwest Corp- Seattle	
Supplier Payment	Check	15073	11/15/2023	8,723.00	R & M Plant Procurement	
Supplier Payment	Check	15074	11/15/2023	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	15075	11/15/2023	1,352.48	Resolute Documentation Services	
Supplier Payment	Check	15076	11/15/2023	10,486.85	Retail Lockbox Inc	
Supplier Payment	Check	15077	11/15/2023	5,000.20	Rigert Landscaping Co	

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Supplier Payment	Check	15078	11/15/2023	4,500.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	15079	11/15/2023	340.77	S&B Inc	
Supplier Payment	Check	15080	11/15/2023	76,265.01	San Diego Police Equipment Co Inc	
Supplier Payment	Check	15081	11/15/2023	1,417.56	Schachtel Corporation	
Supplier Payment	Check	15082	11/15/2023	2,394.17	SeaWestern Inc	
Supplier Payment	Check	15083	11/15/2023	12,900.00	Slateco LLC	
Supplier Payment	Check	15084	11/15/2023	11,625.06	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	15085	11/15/2023	580.00	Southwest Washington Humane Society	
Supplier Payment	Check	15086	11/15/2023	12,702.30	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	15087	11/15/2023	8.04	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	15088	11/15/2023	300.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	15089	11/15/2023	47.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	15090	11/15/2023	1,780.00	State of Washington State Patrol	
Supplier Payment	Check	15091	11/15/2023	6.77	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	15092	11/15/2023	20.72	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	15093	11/15/2023	7,350.05	SuperTrees Inc	
Supplier Payment	Check	15094	11/15/2023	6,352.50	Teragan & Associates Inc	
Supplier Payment	Check	15095	11/15/2023	1,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	Check	15096	11/15/2023	13,703.52	The Columbian Publishing Co	
Supplier Payment	Check	15097	11/15/2023	722.87	Towing & Recovering Services Inc	
Supplier Payment	Check	15098	11/15/2023	1,402.02	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	15099	11/15/2023	5,145.00	Triangle Resources Inc	
Supplier Payment	Check	15100	11/15/2023	410.89	Triple J Enterprises	
Supplier Payment	Check	15101	11/15/2023	136.71	United Parcel Service	
Supplier Payment	Check	15102	11/15/2023	3,582.49	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	15103	11/15/2023	2,000.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	15104	11/15/2023	267.00	Vancouver Aire LLC	
Supplier Payment	Check	15105	11/15/2023	7,500.00	Vancouver Rotary Foundation	
Supplier Payment	Check	15106	11/15/2023	25.00	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	15107	11/15/2023	2,996.40	Wallis Engineering PLLC	
Supplier Payment	Check	15108	11/15/2023	100.00	Washington Association of Prosecuting Attorneys	
Supplier Payment	Check	15109	11/15/2023	900.00	Washington Economic Development Association	
Supplier Payment	Check	15110	11/15/2023	285.53	Washington State Healthcare Authority	
Supplier Payment	Check	15111	11/15/2023	2,500.00	Washington Timbers	
Supplier Payment	Check	15112	11/15/2023	68,336.09	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15113	11/15/2023	16,000.43	Wesco Distribution, Inc.	
Supplier Payment	Check	15114	11/15/2023	19,525.07	Wex Bank	
Supplier Payment	Check	15115	11/15/2023	9,320.66	Wire Works LLC	
Supplier Payment	Check	15116	11/15/2023	2,446.22	Wolff Specialties LLC	
Supplier Payment	Check	15117	11/15/2023	940.32	WSP USA Inc. - Remit-To: WSP USA Inc, Dallas	
Supplier Payment	Check	15118	11/15/2023	5,742.43	Xchange Recovery	
Supplier Payment	Check	15119	11/15/2023	187.02	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	15120	11/15/2023	978.30	YOLO Washington LLC	
Miscellaneous Payment	Check	15121	11/15/2023	50.00	Brian Walton	Refund of duplicate payment to Citation#7204803275
Miscellaneous Payment	Check	15122	11/15/2023	250.00	Chris Snider	Date Received 10/13/2023
Miscellaneous Payment	Check	15123	11/15/2023	13,739.68	Clog Pro	Invoice # 14602995 - Roxanne J Gilbert (4020 NE 138TH AVE)
Miscellaneous Payment	Check	15124	11/15/2023	74.52	David Goodhue	Refund of Parking Permit no longer needed.
Miscellaneous Payment	Check	15125	11/15/2023	101.30	JAE INVESTMENTS, LTD.	Refund of overpayment to loan payoff.

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Miscellaneous Payment	Check	15126	11/15/2023	53.49	Professional Credit Service	Refund request to PCS for invoice 33045 negative trust. Citation 7203810767 EUNJAE LEE
Miscellaneous Payment	Check	15127	11/15/2023	200.00	Sarah Gale	Date Received 10/23/2023
Supplier Payment	Check	15128	11/15/2023	150,000.00	Milesnick Law, P.C.	
Supplier Payment	Check	15129	11/20/2023	684.81	Oregon Rifleworks	
Supplier Payment	Check	15130	11/20/2023	217.62	Orion Medical Supply	
Supplier Payment	Check	15131	11/20/2023	43.75	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	15132	11/20/2023	105.00	Porter W Yett Company	
Supplier Payment	Check	15133	11/20/2023	50.00	Portland Adventist Medical Center	
Supplier Payment	Check	15134	11/20/2023	215.11	State of Washington Department of Transportation	
Supplier Payment	Check	15135	11/20/2023	17.72	UKG Kronos Systems LLC Remit-To: Atlanta	
Supplier Payment	Check	15136	11/22/2023	6,470.18	Aflac	
Supplier Payment	Check	15137	11/22/2023	5,611.69	AFSCME Local #307	
Supplier Payment	Check	15138	11/22/2023	334.00	California State Disbursement Unit	
Supplier Payment	Check	15139	11/22/2023	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	15140	11/22/2023	491.00	Hawaii SDU	
Supplier Payment	Check	15141	11/22/2023	792.75	IAM Local #1374	
Supplier Payment	Check	15142	11/22/2023	8,707.63	Life Insurance Company of North America	
Supplier Payment	Check	15143	11/22/2023	950.00	MFS Service Center Inc	
Supplier Payment	Check	15144	11/22/2023	50.00	OPEIU Local #11	
Supplier Payment	Check	15145	11/22/2023	4,477.34	OPEIU Local #11	
Supplier Payment	Check	15146	11/22/2023	793.50	Teamsters Local #58	
Supplier Payment	Check	15147	11/22/2023	227.50	UA Local #290	
Supplier Payment	Check	15148	11/22/2023	3,306.60	Western Conference of Teamsters	
Supplier Payment	Check	15149	11/22/2023	1,244.76	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	15150	11/22/2023	106.16	Aldred, Kimberly or David	Utility Refunds: 0058087700-12
Ad Hoc Payment	Check	15151	11/22/2023	113.20	Ashworth, Ryan or Charity	Utility Refunds: 0131008254-01
Ad Hoc Payment	Check	15152	11/22/2023	359.68	Atef Musa or Rula Kiswani	Utility Refunds: 0156003491-04
Ad Hoc Payment	Check	15153	11/22/2023	348.48	Atef Musa or Rula Kiswani	Utility Refunds: 0156003491-04
Ad Hoc Payment	Check	15154	11/22/2023	211.56	Bergh, Henry or Aileen	Utility Refunds: 0124000340-03
Ad Hoc Payment	Check	15155	11/22/2023	183.91	Black Hills Excavating Inc	Utility Refunds: 0000006748-12
Ad Hoc Payment	Check	15156	11/22/2023	95.71	Bocala, Rudy	Utility Refunds: 0000009024-02
Ad Hoc Payment	Check	15157	11/22/2023	11.23	Brenda Lewis or Michael Lewis Stubbs	Utility Refunds: 0069080216-02
Ad Hoc Payment	Check	15158	11/22/2023	12.22	Brian Fick or Randall Franklin	Utility Refunds: 0115025104-03
Ad Hoc Payment	Check	15159	11/22/2023	86.67	Butterfield, Michael or Brian	Utility Refunds: 0099066600-00
Ad Hoc Payment	Check	15160	11/22/2023	93.24	Chavez-Tena, Juan	Utility Refunds: 0155020900-02
Ad Hoc Payment	Check	15161	11/22/2023	141.86	Davalos, Jesse	Utility Refunds: 0116293720-02
Ad Hoc Payment	Check	15162	11/22/2023	131.09	Dean, Dale	Utility Refunds: 0088030700-20
Ad Hoc Payment	Check	15163	11/22/2023	148.91	Dean, Debora or Dale	Utility Refunds: 0088030700-20
Ad Hoc Payment	Check	15164	11/22/2023	228.93	Deffinbaugh Revocable Trust, Gregg Deffinbaugh Trustee	Utility Refunds: 0101000500-02
Ad Hoc Payment	Check	15165	11/22/2023	245.75	Eqwest LLC	Utility Refunds: 0009036100-04
Ad Hoc Payment	Check	15166	11/22/2023	61.96	Estate of Wilbur Garrison	Utility Refunds: 0006013202-13
Ad Hoc Payment	Check	15167	11/22/2023	140.16	Gary or Elverne Lundberg	Utility Refunds: 0000002680-17
Ad Hoc Payment	Check	15168	11/22/2023	58.79	Guild, Scott or Shivani	Utility Refunds: 0109000344-03
Ad Hoc Payment	Check	15169	11/22/2023	151.12	Heckel, David	Utility Refunds: 0042005973-02
Ad Hoc Payment	Check	15170	11/22/2023	285.11	Houser, Rachel	Utility Refunds: 0003044400-04
Ad Hoc Payment	Check	15171	11/22/2023	328.65	Jason D or Mandy V Braaten	Utility Refunds: 0028006912-02
Ad Hoc Payment	Check	15172	11/22/2023	350.00	Johnson, Tina	Utility Refunds: 0117012090-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15173	11/22/2023	62.53	Kimberly Boggie or Emily Rogers	Utility Refunds: 0500004597-02
Ad Hoc Payment	Check	15174	11/22/2023	26.00	Lane, Judith	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	15175	11/22/2023	79.48	Lauzon, Mark	Utility Refunds: 0500003303-02

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Ad Hoc Payment	Check	15176	11/22/2023	588.90	Lee Contractors LLC	Utility Refunds: 0500006179-01
Ad Hoc Payment	Check	15177	11/22/2023	127.00	Maria Kowalewska personal rep,Estate of Wokciech Kowalwski	Utility Refunds: 0000003428-02
Ad Hoc Payment	Check	15178	11/22/2023	185.00	Mark Lauzon Unlimited LLC	Utility Refunds: 0500003303-02
Ad Hoc Payment	Check	15179	11/22/2023	47.28	Miller,Nona	Utility Refunds: 0073003240-05
Ad Hoc Payment	Check	15180	11/22/2023	263.51	Nerton,Kassandra or Zackery	Utility Refunds: 0158001270-03
Ad Hoc Payment	Check	15181	11/22/2023	119.41	Norum,Elaine	Utility Refunds: 0158002270-01
Ad Hoc Payment	Check	15182	11/22/2023	93.49	Opendoor Property Trust I	Utility Refunds: 0151002050-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15183	11/22/2023	91.02	Paulette Willis Revocable Trust	Utility Refunds: 0009036100-04
Ad Hoc Payment	Check	15184	11/22/2023	91.41	Pham,Joan	Utility Refunds: 0000008257-03
Ad Hoc Payment	Check	15185	11/22/2023	75.66	Regan Properties LLC	Utility Refunds: 0021021500-11
Ad Hoc Payment	Check	15186	11/22/2023	94.13	Ricardo Santarosa or Luciene Pinto	Utility Refunds: 0000009025-03
Ad Hoc Payment	Check	15187	11/22/2023	163.31	Rood,Paul or Christina	Utility Refunds: 0000004392-02
Ad Hoc Payment	Check	15188	11/22/2023	165.62	Royle,Mary Anne	Utility Refunds: 0068065700-03
Ad Hoc Payment	Check	15189	11/22/2023	487.79	Royles,Scott	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	15190	11/22/2023	297.79	Rudyard Bocala or Saruon Nem Bocala	Utility Refunds: 0000009024-02
Ad Hoc Payment	Check	15191	11/22/2023	35.24	Savchuk,Ruvem or Svetlana	Utility Refunds: 0500001220-02
Ad Hoc Payment	Check	15192	11/22/2023	175.00	The Estate of James R Catton	Utility Refunds: 0123002524-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15193	11/22/2023	167.63	The Gary E Dow Trust	Utility Refunds: 0141004394-02
Ad Hoc Payment	Check	15194	11/22/2023	428.95	Yuriy or Mariya Bilyk	Utility Refunds: 0157030470-01 Consolidated refund created from multiple refunds
Miscellaneous Payment	Check	15195	11/22/2023	208.17	Betschart Electric Co. Inc.	FRI-345119 (jobsite: 800 NE 136th Ave. 110)
Miscellaneous Payment	Check	15196	11/22/2023	577.50	Cascade Electrical LLC	ROW-346390 (jobsite: 11017 NE 51st Circle)
Miscellaneous Payment	Check	15197	11/22/2023	1,556.25	Clark County Conservation District	Refund of Business License Fees 11/1/23 - 1/31/24 and 2/1/24-01/31/25
Miscellaneous Payment	Check	15198	11/22/2023	17.25	Craig Garrison	10.27.23 CPL Overpayment
Miscellaneous Payment	Check	15199	11/22/2023	211.58	Davies Cremation	Refund Marker & Monument Setting Fee
Miscellaneous Payment	Check	15200	11/22/2023	100.00	Donald Washabaugh	Damage Deposit Refund
Miscellaneous Payment	Check	15201	11/22/2023	209.50	Eduardo Ramos	MPact Conference - Eduardo Ramos
Miscellaneous Payment	Check	15202	11/22/2023	1,844.64	Evergreen School District	LUP-83717 (jobsite: 6201 NW Friberg-Strunk St.)
Miscellaneous Payment	Check	15203	11/22/2023	1,838.54	Evergreen School District	LUP-83718 (jobsite: 14300 NE 18th St.)
Miscellaneous Payment	Check	15204	11/22/2023	112.63	JAE INVESTMENTS, LTD.	Refund Overpayment of loan # 6000071
Miscellaneous Payment	Check	15205	11/22/2023	929.04	JOHNSON BIXBY	REFUND OF 24 PERMITS / CUSTOMER UID: 375616
Miscellaneous Payment	Check	15206	11/22/2023	184.65	JOSHUA WALLIN	Refund overpayment to loan payoff. Loan#6000591
Miscellaneous Payment	Check	15207	11/22/2023	120.00	Shumway Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	15208	11/22/2023	51.38	TRACEY CUFF	Refund Parking Permit fee switch from P1/P2 to P3
Miscellaneous Payment	Check	15209	11/22/2023	120.00	Village at Fisher's Landing Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	15210	11/22/2023	25.00	VINCENT HOFFARTH	Refund duplicate payment to CITATION #7205001935
Supplier Payment	Check	15211	11/22/2023	1,842.95	Action Technology Systems	
Supplier Payment	Check	15212	11/22/2023	65.52	Airgas, Inc	
Supplier Payment	Check	15213	11/22/2023	216.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	15214	11/22/2023	67.83	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	

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Supplier Payment	Check	15215	11/22/2023	20.49	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	15216	11/22/2023	258.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	15217	11/22/2023	34.69	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	15218	11/22/2023	20.49	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	15219	11/22/2023	1,344.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	15220	11/22/2023	130.11	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15221	11/22/2023	10,464.13	Brown & Wilson Partnership LLC	
Supplier Payment	Check	15222	11/22/2023	2,970.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	15223	11/22/2023	1,278.50	CBG Communications Inc	
Supplier Payment	Check	15224	11/22/2023	640.16	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	15225	11/22/2023	508.50	Chicago Title Company of WA	
Supplier Payment	Check	15226	11/22/2023	137,371.84	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15227	11/22/2023	300.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	15228	11/22/2023	429,101.66	Clark Public Utility District No. 1	
Supplier Payment	Check	15229	11/22/2023	117.45	Clark Regional Wastewater District	
Supplier Payment	Check	15230	11/22/2023	61,974.12	Clary Longview LLC	
Supplier Payment	Check	15231	11/22/2023	8,267.68	Columbia Resource Company	
Supplier Payment	Check	15232	11/22/2023	1,076.20	Columbia Resource Company	
Supplier Payment	Check	15233	11/22/2023	32.53	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15234	11/22/2023	95.89	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15235	11/22/2023	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15236	11/22/2023	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15237	11/22/2023	6,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	15238	11/22/2023	1,003.00	Consort North America Inc	
Supplier Payment	Check	15239	11/22/2023	489.15	Copper Mechanical LLC	
Supplier Payment	Check	15240	11/22/2023	666.50	Courier Northwest	
Supplier Payment	Check	15241	11/22/2023	378.72	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	15242	11/22/2023	5,770.34	Cummins Inc	
Supplier Payment	Check	15243	11/22/2023	2,720.00	David Corey PHD PC	
Supplier Payment	Check	15244	11/22/2023	9,433.47	Esther Short Commons LLP	
Supplier Payment	Check	15245	11/22/2023	56,513.28	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	15246	11/22/2023	36,290.70	Fourth Plain Forward	
Supplier Payment	Check	15247	11/22/2023	4,895.40	Global Transportation Engineering Corporation	
Supplier Payment	Check	15248	11/22/2023	3,033.08	Gray & Osborne Inc	
Supplier Payment	Check	15249	11/22/2023	86.25	GVP Ventures Inc	
Supplier Payment	Check	15250	11/22/2023	790.75	H&H Wood Recyclers	
Supplier Payment	Check	15251	11/22/2023	15,340.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	15252	11/22/2023	23,474.51	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	15253	11/22/2023	13,878.36	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	15254	11/22/2023	642.90	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	15255	11/22/2023	1,170.00	Jennifer J Wallenberg	
Supplier Payment	Check	15256	11/22/2023	4,375.00	Karapace Consulting , LLC	
Supplier Payment	Check	15257	11/22/2023	30,152.22	KBT Distributing LLC	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	15258	11/22/2023	7,965.00	Kramer Gehlen & Associates	
Supplier Payment	Check	15259	11/22/2023	1,555.89	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	15260	11/22/2023	41,959.12	Life Insurance Company of North America	
Supplier Payment	Check	15261	11/22/2023	5,299.94	Mallory Safety & Supply LLC	
Supplier Payment	Check	15262	11/22/2023	22,714.44	McFarlanes Bark Inc	
Supplier Payment	Check	15263	11/22/2023	8,138.52	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	15264	11/22/2023	21,680.00	Nadezhda Astanin	
Supplier Payment	Check	15265	11/22/2023	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	15266	11/22/2023	515.00	National Association for County Community and Economic Development	
Supplier Payment	Check	15267	11/22/2023	4,997.80	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	15268	11/22/2023	17,771.33	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	15269	11/22/2023	47,764.87	Parametrix, Inc	
Supplier Payment	Check	15270	11/22/2023	19,142.00	Parkeon	
Supplier Payment	Check	15271	11/22/2023	2,178.00	Portland Adventist Medical Center	
Supplier Payment	Check	15272	11/22/2023	41,286.06	PPC Solutions Inc	
Supplier Payment	Check	15273	11/22/2023	55,462.76	Proforce Marketing Inc	
Supplier Payment	Check	15274	11/22/2023	682.00	Public Safety Testing Inc	
Supplier Payment	Check	15275	11/22/2023	11,332.92	Rexel USA Inc - Remit-To: Rexel USA Inc	
Supplier Payment	Check	15276	11/22/2023	9,548.00	SafeFire LLC	
Supplier Payment	Check	15277	11/22/2023	9,554.84	SeaWestern Inc	
Supplier Payment	Check	15278	11/22/2023	13,100.00	Shark Sandwich, LLC	
Supplier Payment	Check	15279	11/22/2023	2,412.06	Shrums Pest Control	
Supplier Payment	Check	15280	11/22/2023	18,796.70	State of Washington Department of Transportation	
Supplier Payment	Check	15281	11/22/2023	1,500.00	Stephen P Capellas	
Supplier Payment	Check	15282	11/22/2023	5,938.18	The ADT Security Corporation	
Supplier Payment	Check	15283	11/22/2023	3,195.00	The Loudenback Corporation	
Supplier Payment	Check	15284	11/22/2023	5,090.28	Triple J Enterprises	
Supplier Payment	Check	15285	11/22/2023	20,114.61	Vancouver Watersheds Council	
Supplier Payment	Check	15286	11/22/2023	831.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	15287	11/22/2023	10,310.75	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15288	11/22/2023	7,810.63	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15289	11/22/2023	648,488.15	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	15290	11/22/2023	5,952.00	Wright National Flood Insurance Company	
Supplier Payment	Check	15291	11/22/2023	39.90	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
			Check	3,564,824.52		
Expense Payment	Direct Deposit	EFT-00221353	11/16/2023	51.75	Deborah Hartsoch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221354	11/16/2023	238.42	Emily Azadi	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221355	11/16/2023	250.00	Caleb Vance	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221356	11/16/2023	40.00	Tanya Wollstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221357	11/16/2023	250.00	Patricia Thompson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221358	11/16/2023	243.90	Dallas Eldred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221359	11/16/2023	83.00	McAvoy Shipp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221360	11/16/2023	51.75	Dan Lloyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221361	11/16/2023	161.97	Dale Ihrig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221362	11/16/2023	6.10	Catherine Morey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221363	11/16/2023	53.00	Brian Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221364	11/16/2023	250.00	Lauren DiPalma	Employee Reimbursement

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Expense Payment	Direct Deposit	EFT-00221365	11/16/2023	203.78	Spencer Stone	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221366	11/16/2023	346.92	Jason Hess	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221367	11/16/2023	213.94	Gary Allmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221368	11/16/2023	88.88	Tommy Razo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221369	11/16/2023	154.35	Rebecca Small	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221370	11/16/2023	250.00	William Zalpys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221371	11/16/2023	203.05	Blake Billingsley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221372	11/16/2023	156.52	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221373	11/16/2023	275.40	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221374	11/16/2023	51.75	Sara Baynard-Cooke	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221375	11/16/2023	209.25	Max Carlson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221376	11/16/2023	55.32	Jesse Chick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00221377	11/16/2023	290.00	Marcia Atkinson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223229	11/24/2023	143.99	Norman Ballhorn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223230	11/24/2023	350.00	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223231	11/24/2023	83.00	Clesson Werner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223232	11/24/2023	323.79	Jeff Mori	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223233	11/24/2023	276.71	Jonathan Young	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223234	11/24/2023	144.47	Todd Ackerman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223235	11/24/2023	83.00	Meagan Renner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223236	11/24/2023	855.82	Corban Fletcher	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223237	11/24/2023	14.00	Alex Zaferis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223238	11/24/2023	550.00	Gene Juve	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223239	11/24/2023	418.35	Deborah Hartsoch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223240	11/24/2023	232.00	Danny Nunn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223241	11/24/2023	250.00	Eric Stinson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223242	11/24/2023	70.39	Cole Larson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223243	11/24/2023	177.75	Craig Redlinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223244	11/24/2023	789.62	Kathleen McNicholas	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00223245	11/24/2023	67.50	Florin Miron	Travel Advance
Expense Payment	Direct Deposit	EFT-00223246	11/24/2023	30.00	Melissa Sager	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00223247	11/24/2023	67.50	Stephanie Biviano	Travel Advance
Expense Payment	Direct Deposit	EFT-00223248	11/24/2023	418.35	Dan Lloyd	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00223249	11/24/2023	67.50	Riley Galster	Travel Advance
Expense Payment	Direct Deposit	EFT-00223250	11/24/2023	18.25	Tess Yevka	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00223251	11/24/2023	67.50	Wyatt Upshaw	Travel Advance
Expense Payment	Direct Deposit	EFT-00223252	11/24/2023	6.10	Catherine Morey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223253	11/24/2023	187.26	Freddie Cruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223254	11/24/2023	249.54	Steve Lee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223255	11/24/2023	241.50	Rebecca Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223256	11/24/2023	822.82	Noah Hilliker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223257	11/24/2023	219.95	Ryan McTague	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223258	11/24/2023	12.75	Jaycee Elliott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223259	11/24/2023	19.00	Daphne Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223260	11/24/2023	16.50	Erik Jennings	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00223261	11/24/2023	290.00	Scott Kovach	Employee Reimbursement
			Direct Deposit	11,743.96		
Supplier Payment	EFT	EFT-00221378	11/16/2023	2,827.50	ERP Analysts, Inc.	
Supplier Payment	EFT	EFT-00221379	11/16/2023	3,532.75	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00221380	11/16/2023	521.24	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00221381	11/16/2023	4,563.41	Tapani Inc	
Supplier Payment	EFT	EFT-00221382	11/16/2023	30,945.70	Marten Law LLP	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00221383	11/16/2023	2,289.84	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00221384	11/16/2023	13,044.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00221385	11/16/2023	3,457.89	Talitha Consults LLC	
Supplier Payment	EFT	EFT-00221386	11/16/2023	1,644.63	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00221387	11/16/2023	4,120.69	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00221388	11/16/2023	88,759.39	Del Sol Inc	
Supplier Payment	EFT	EFT-00221389	11/16/2023	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00221390	11/16/2023	52,015.79	3 Kings Environmental Inc	
Supplier Payment	EFT	EFT-00221391	11/16/2023	841.67	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00221392	11/16/2023	109,535.33	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00221393	11/16/2023	146.75	Fire Systems West	
Supplier Payment	EFT	EFT-00221394	11/16/2023	118,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00221395	11/16/2023	245,413.30	Outsiderinn.org	
Supplier Payment	EFT	EFT-00221396	11/16/2023	4,725.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00221397	11/16/2023	7,014.42	Picard Corp	
Supplier Payment	EFT	EFT-00221398	11/16/2023	4,535.30	Watershed Garden Works Inc	
Supplier Payment	EFT	EFT-00221399	11/16/2023	82,192.42	SDB Inc	
Supplier Payment	EFT	EFT-00221400	11/16/2023	5,075.00	Environmental Science Associates	
Supplier Payment	EFT	EFT-00221401	11/16/2023	10,109.10	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00221402	11/16/2023	35,903.51	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00221403	11/16/2023	137,226.50	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00221404	11/16/2023	704.53	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00221405	11/16/2023	5,100.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00221406	11/16/2023	4,696.33	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00221407	11/16/2023	780.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00221408	11/16/2023	8,500.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00221409	11/16/2023	6,649.01	Linguaa Interpreters Inc	
Supplier Payment	EFT	EFT-00221410	11/16/2023	9,848.22	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00221411	11/16/2023	2,027.46	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00221412	11/16/2023	22,204.79	PC Specialists Inc	
Supplier Payment	EFT	EFT-00221413	11/16/2023	95.35	Operations Management International Inc	
Supplier Payment	EFT	EFT-00223224	11/22/2023	30,079.84	IAFF Local #452	
Supplier Payment	EFT	EFT-00223225	11/22/2023	12,624.64	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00223226	11/22/2023	17,903.97	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00223227	11/22/2023	1,431.78	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00223228	11/22/2023	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00223262	11/24/2023	27,690.93	Share Inc - Remit-To: Checking	
Supplier Payment	EFT	EFT-00223263	11/24/2023	4,852.86	Share Inc - Remit-To: Checking	
Supplier Payment	EFT	EFT-00223264	11/24/2023	43,022.14	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00223265	11/24/2023	4,330.72	Restored and Revived	
Supplier Payment	EFT	EFT-00223266	11/24/2023	12,495.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00223267	11/24/2023	32,075.25	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00223268	11/24/2023	1,315,564.93	Granite Construction Company	
Supplier Payment	EFT	EFT-00223269	11/24/2023	8,383.50	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00223270	11/24/2023	26,678.09	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00223271	11/24/2023	15,101.60	Second Step Housing	
Supplier Payment	EFT	EFT-00223272	11/24/2023	4,050.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00223273	11/24/2023	3,862.94	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00223274	11/24/2023	50,650.09	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00223275	11/24/2023	7,500.00	Alta Planning & Design	
Supplier Payment	EFT	EFT-00223276	11/24/2023	1,695.54	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00223277	11/24/2023	2,400.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00223278	11/24/2023	18,591.75	Fehr & Peers	
Supplier Payment	EFT	EFT-00223279	11/24/2023	392,016.76	City Electric Co of WA	
Supplier Payment	EFT	EFT-00223280	11/24/2023	5,923.98	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00223281	11/24/2023	880.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00223282	11/24/2023	114,144.01	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00223283	11/24/2023	9,358.51	Signature Roof Service LLC	
Supplier Payment	EFT	EFT-00223284	11/24/2023	7,375.20	NW Furniture Bank	
Supplier Payment	EFT	EFT-00223285	11/24/2023	5,847.43	New Life Friends Church	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00223286	11/24/2023	8,066.73	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00223287	11/24/2023	5,761.56	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00223288	11/24/2023	9,790.06	Columbia West Engineering	
Supplier Payment	EFT	EFT-00223289	11/24/2023	21,174.88	Live Love Outreach	
Supplier Payment	EFT	EFT-00223290	11/24/2023	3,000.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00223291	11/24/2023	4,125.60	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00223292	11/24/2023	4,118.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00223293	11/24/2023	402.19	Power Systems West	
Supplier Payment	EFT	EFT-00223294	11/24/2023	35,434.50	Economic Consultants Oregon Ltd	
			EFT	3,305,088.67		
Supplier Payment	Manual Wire		11/13/2023	3.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		11/13/2023	45,265.10	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		11/13/2023	160,558.76	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		11/13/2023	15,906.35	Washington Dental Service	
Supplier Payment	Manual Wire		11/14/2023	11,928.05	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		11/15/2023	900,766.59	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		11/15/2023	142.50	Bank Of America N.A. - Remit-To: Account Analysis	
Procurement Card Payment	Manual Wire		11/15/2023	908,088.60	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		11/16/2023	45,152.39	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		11/16/2023	1,438.46	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		11/17/2023	53,195.74	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		11/20/2023	22,825.02	Washington Dental Service	
Supplier Payment	Manual Wire		11/20/2023	213,670.62	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		11/21/2023	89,695.48	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		11/21/2023	92,057.70	Reliastar Life Insurance Co	
Supplier Payment	Manual Wire		11/21/2023	385,651.77	Kaiser Permanente - Remit To: Kaiser Permanente	
Supplier Payment	Manual Wire		11/21/2023	1,600.80	VSP Vision Care Inc	
Supplier Payment	Manual Wire		11/21/2023	6,560.51	Washington Dental Service	
Supplier Payment	Manual Wire		11/22/2023	271,985.61	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		11/22/2023	21,800.00	Washington State Firefighters	
Supplier Payment	Manual Wire		11/22/2023	31,490.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		11/22/2023	5,642.80	Washington SDU	
Supplier Payment	Manual Wire		11/22/2023	654.00	Oregon SDU	
Supplier Payment	Manual Wire		11/22/2023	22,460.35	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		11/22/2023	52,148.29	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		11/22/2023	80,998.61	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		11/24/2023	1,206,063.35	Internal Revenue Service	
			Manual Wire	4,647,750.45		
			Checks	3,564,824.52		
			Direct Deposit	11,743.96		
			EFT	3,305,088.67		
			11/20/2023	2,921.59	City Payments	Posted 11-13-23 to 11-19-23
			11/27/2023	19,972.96	City Payments	Posted 11-20-23 to 11-26-23
			Hansen Total	22,894.55		
			11/20/2023	1,075.00	Miscellaneous	Parks Class Refunds FCC 11-13-23 to 11-19-23
			11/20/2023	1,031.00	Miscellaneous	Parks Class Refunds MCC 11-13-23 to 11-19-23
			11/27/2023	220.00	Miscellaneous	Parks Class Refunds FCC 11-20-23 to 11-26-23
			11/27/2023	520.00	Miscellaneous	Parks Class Refunds MCC 11-20-23 to 11-26-23

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
			VISA Total	2,846.00		
			Payroll Total	4,082,636.83		
			GRAND TOTAL	15,637,784.98		

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

City of Vancouver
Payroll Council Report
November 13, 2023 - November 26, 2023

Check No.	Date	Explanation	Amount
1758 - 1785	11/22/23	November 22nd Payroll	\$ 12,206.48
221414 - 223223	11/22/23	November 22nd Direct Deposits	\$ 4,021,777.43
1786 - 1789	11/30/23	11 2023 Pension Payroll	\$ 6,180.16
223295 - 223338	11/30/23	11 2023 Pension Direct Deposits	\$ 42,472.76

\$ 4,082,636.83



Staff Report: 212-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/4/2023

SUBJECT Humane Society of Southwest Washington Contract Extension

Key Points

- The Contract Extension Ordinance authorizes an extension of up to 6 months to the current contract with the Humane Society of Southwest Washington (HSSW), which has been in effect since 2019 and is set to expire at the end of 2023.
- The extension would allow staff time to negotiate the terms of the new contract with the HSSW, including a potential transition to a new fee structure and significant proposed cost increases from the HSSW.
- The execution of contracts with a duration of more than five years must be authorized by City Council via ordinance.

Strategic Plan Alignment

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

Present Situation

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

Advantage(s)

1. Provides City staff with needed time to negotiate mutually acceptable fees and costs with the HSSW.
2. Provides City staff with adequate time to investigate a potential new fee structure that would provide greater budgeting predictability for the City and reduce unnecessary administrative burden on staff.
3. Avoids locking the City into a hastily crafted contract with long-term financial repercussions.

Disadvantage(s)

Not extending the contract would result in a discontinuation of critical services and/or insufficient time to negotiate a mutually agreeable new contract with the HSSW.

Budget Impact

Approval of the contract extension would continue the current fee structure until the end of the term of the extension.

Approval of the contract extension would help facilitate the development of a new contract that would establish mutually agreeable pricing between the City and the HSSW, as well as potentially establish a fee structure that could provide greater predictability for budgeting purposes.

Prior Council Review

November 20, 2023, Consent Agenda

Action Requested

On Monday, subject to second reading and a public hearing, approve the ordinance and authorize the City Manager, or designee, to execute the contract extension to the Professional Service Agreement with HSSW for animal shelter and care services to extend the end date as indicated above.

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

ATTACHMENTS:

- Ordinance

12/04/23

ORDINANCE M - _____

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

WHEREAS, Contractor has provided animal shelter and care services to the City under the current agreement beginning January 1, 2019, with the original two year term expiring December 31, 2021, and an additional two-year option running from January 1, 2019, through December 31, 2023; and

WHEREAS, to ensure continuity of animal shelter and care services, the City wishes to extend the use of Contractor’s Services until February 28, 2024; with the ability to extend an additional period until June 30, 2024, if such a term is available; and

WHEREAS, extending this agreement through that timeframe will ensure the City continues to receive this critical service while terms of a new contract are negotiated; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor’s Services to the City.

ORDINANCE - 1

Does not require codification

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend beyond its original five-year duration, until no later than February 28, 2024, with the ability to extend an additional period until June 30, 2024, if such a term is available.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 2

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the execution of a contract amendment with Humane Society of Southwest Washington, to continue the provision of animal shelter and care services to the City of Vancouver, Washington; authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 3

Does not require codification

CONTRACT FOR ANIMAL SHELTER SERVICES
between
CITY OF VANCOUVER
AND
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

This is a Contract between the City of Vancouver, ("City"), and the Vancouver Humane Society & SPCA dba, Humane Society for Southwest Washington ("Society"); providing for the Society to operate an animal shelter for the City and to receive and care for animals impounded pursuant to Vancouver Municipal Code, Chapter 8.24 Animals, as either may be amended, for certain agreed upon consideration. "City Designated Animal Control Agent" shall mean Clark County Animal Protection and Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2019 and expires on December 31, 2021. The City reserves the right to extend the Agreement for one (1) additional two (2) year term by mutual agreement between the Society and City.

C. SERVICES

1. FACILITY REQUIREMENTS

- a. The Society shall provide an animal shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health. Said shelter shall be designed to accommodate receiving,

housing and/or distributing animals seized within the jurisdiction of the City of Vancouver.

- b. The shelter shall comply with Vancouver Municipal Code (VMC) 8.24.490, "Animal shelters, kennels and pet shops"; VMC 8.24.500 "Indoor facilities- Specific conditions" and VMC 8.24.510 "Outdoor facilities- Specific conditions".
- c. The shelter shall have an adequate number of dog kennels and cat cages to accommodate all stray animals brought to the shelter by the City's designated Animal Control Agent or by residents from within the City limits and shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

2. SHELTER OPERATIONS

- a. The Society will maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- b. The Society shall comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians.
- c. Society must employ or contract with a Washington State licensed veterinarian during at least six (6) days per week, during regular business hours for the purpose of providing emergency medical care to stray animals in distress.
- d. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e. Animals will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food, in accordance with VMC 8.24.

- f. The Society will establish and maintain convenient public hours of access including weekend hours.

3. ANIMAL INTAKE

- a. Society shall accept animals on behalf of the City of Vancouver that are brought in by the City's Designated Animal Control Agent; the Vancouver Police Department and members of the public who find stray animals within the Vancouver city limit.
- b. The shelter shall accept dogs, cats, domestic birds, domestic rabbits and small mammals, fowl, goats, pot-bellied pigs and small reptiles.
- c. The shelter is not required to accept hoofed livestock, venomous or dangerous reptiles and most exotic animals, except by specific agreement.
- d. Injured wildlife (wild birds, raccoons, opossum, squirrels, etc.) will be accepted at the shelter for euthanasia purposes only. Society reserves the right to turn away or to refer to other agencies, healthy wildlife, brought the shelter for nuisance removal purposes.
- e. Society shall provide a procedure whereby animals may be delivered to the shelter by the City's Designated Animal Control Agent 24 hours per day, 7 days per week.
- f. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms and groomed as necessary for the animal's health and comfort.
- g. Suitable quarantine and isolation areas will be available to house animals that are dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans.
- h. Animals will be held in accordance with VMC, Chapter 8.24.330 prior to eligibility for adoption, transfer to another animal welfare agency or placement with a rescue group. Minimum holding requirements are as follows:

- i. Stray animals that are unlicensed or for which the owner is unknown shall be held for 72 hours, commencing from apprehension, before being eligible for adoption, transfer or euthanasia;
- ii. If a stray animal's owner is known, licensed or registered, the owner must be notified within a reasonable time per the Society's approved protocol (Exhibit A), and the animal must be held for 120 hours after notification before being eligible for adoption, transfer or euthanasia. If reasonable attempts have been made by the appropriate authority to notify the owner, without success, the animal shall be held for at least 120 hours from the time of apprehension before being eligible for adoption, transfer or euthanasia;
- iii. Animals classified as dangerous, potentially dangerous or under legal hold or quarantines may be subject to additional holding requirements, as set forth in VMC 8.24.166. The City's designated animal control agent is responsible for fulfilling the requirements of a dangerous or potentially dangerous animal declaration. In these cases, the Society's responsibility is limited to holding animals at the request of the City, for the time period specified.
- iv. Wildlife is exempt from minimum holding requirements. Per VMC 8.24.330 (4), cats deemed to act in a feral manner after a reasonable observation period may be destroyed or returned to its original location as part of a community cat program, prior to the expiration of the required holding period.
- v. All impound periods shall continue to run during those hours when the shelter is not open for business.
- i. Underage kittens, puppies and other young animals may be placed in a foster setting.
- j. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by

coloring, time and date of impound, name of agent taking in the animal and area where the animal was found.

- k. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals, or cause the animal to endure unnecessary pain and suffering if left untreated, as determined by the Society, under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required hold period and documented on the Animal Control Record.
- l. Any animal impounded may be redeemed within the stray holding period, upon evidence of rightful ownership or custody and payment of redemption fees. These include the cost of impound, transportation and any additional veterinary or animal care.
- m. Animals may be denied redemption if placed on investigative hold by Clark County Animal Control or the Health Department. Per VMC 8.24.330 (5), redemption may be denied to an owner who has cruelly treated an animal. In these cases, the Society shall act as directed by the City's designated animal control agent.
- n. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

4. DISPOSITION OF UNCLAIMED ANIMALS

- a. Society shall make all reasonable attempts to reunite animals with owners before disposition.
- b. No live animals shall be used, sold or donated for experimental purposes.
- c. After minimum hold times have expired, the Society shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency or humane euthanasia.

5. EUTHANASIA

- a. Society must arrange and/or provide for the humane euthanasia and disposal of animals that cannot be placed.
- b. Society will maintain a clear protocol for the use of euthanasia.
- c. Euthanasia, using the most modern and humane method available, is to be carried out by certified euthanasia technicians under the provisions established by Washington State law.
- d. Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs, and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

6. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

- a. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
- b. Cats, dogs, rabbits are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
- c. Cats and dogs adopted to residents of Vancouver are to be licensed prior to release.

7. ADMINISTRATION

- a. The Society will act as an agent in the sale of animal licenses for the City and may elect to charge an agent fee for every license purchased.
- b. Upon redemption of any stray animal, the Society shall collect and safeguard fees as established by the City Ordinance. Collection of fees shall be duly noted on the Animal Custody report.
- c. Redemption fees shall be posted at the shelter and on the Society's website. The Society shall be responsible for collecting all impound and licensing fees due upon redemption of a stray animal, in accordance with City regulations, and shall issue a receipt for each payment. The

Society shall have the authority to allow limited discounts and/or fee waivers, in the event that an owner is unable to pay full redemption fees. Individual records of each fee discount will be forwarded to the City.

- d. The Society shall transmit the total amount of collected redemption fees as well as civil penalties to the City, along with an aggregated report of fees collected. Nothing in this section shall preclude a resident from using the appeals procedure provided in VMC, Chapter 8.24
- e. The Society will cooperate with City officials, the City's Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine; assist the City in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to animal control, including licensing and registration. If Society representatives need to testify in court, the Society may request an additional fee for this service, to be determined in advance.

D. INSURANCE

1. The Society shall carry liability insurance with the following minimum coverage: \$1,000,000.00 combined single limit bodily injury and property damage, with the City named as additional named insureds, and provide that the City is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the City Attorney.

2. Society shall forward copies of all insurance policies or binders to the City within seven (7) days of signing this Agreement.

E. HOLD HARMLESS/INDEMNIFICATION

The Society does release, indemnify and promise to defend and save harmless the City its elected officials, officers, employees and agents from and against any all liability,

loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Society specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the Society, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City its elected officials, officers, employees and agents.

F. ACCOUNTABILITY

1. By the 10th of each month following services, the Society shall submit to the City Designated Animal Control Agent, aggregate reports reflecting the number of animals handled for City, and their dispositions. The City Designated Animal Control Agent shall provide the format for these reports or the forms themselves.

2. No more than once every other year during the contract term, the Society shall submit to performance and financial audits by the City regarding this Contract. Reports of such audits shall be made public and may have a bearing upon contract continuation and/or extension.

3. The City shall retain the right to inspect records and to investigate matters involving the care of stray animals accepted from the City jurisdiction.

4. Upon 48 hours' notice, the Society shall make available for City inspection at any reasonable time all records relating to the services provided under this Agreement. All such reports shall remain the property of the City. Those records which are public documents shall be made available to members of the public upon request to the City in accordance with the Public Records Act, RCW Chapter 42.56.

5. The Society shall maintain its ability to be properly licensed to operate as a business during the life of this contract and provide to the City a copy of its bylaws, articles of incorporation, applicable business licenses and nonprofit tax exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

G. CONSIDERATION

1. For the services provided to the City per this Contract, the City agrees to pay the Society the following amounts for animals taken into custody pursuant to the applicable chapter of VMC 8.24, or Title 8 Animals:

- a) \$230 per animal for cats, dogs and domestic rabbits for January 1, 2019 through December 31, 2019
- b) \$245 per animal for cats, dogs and domestic rabbits for January 1, 2020 through December 31, 2020
- c) \$260 per animal for cats, dogs and domestic rabbits for January 1, 2021 through December 31, 2021
- d) A reduced rate of \$150 per animal for feral/community cats, altered and released as part of a sponsored program for 2019-2021.
- e) \$75 per animal for small animals, other than cats, dogs and domestic rabbits, for 2019-2021
- f) \$25 per wild animal (wild birds, raccoons, opossum, squirrels, etc.) which are accepted for euthanasia purposes only
- g) \$25 for any dead stray animal brought to the Society for disposal.

2. The Society shall prepare and deliver an invoice for services provided to the City in the prior month by the tenth (10th) of each month. The City shall pay the invoices within 45 days of receipt. If payment is not received within 45 days, unpaid balances will be assessed a late fee of 1.5% per month. Shelter care rates and animal disposal fees will be reviewed and may be revised with each contract extension.

3. The per-animal fee specified in Paragraph G(1) covers intake processing and sheltering services for the mandated stray hold period (3-5 days), with a grace period up to a total of ten days. If the Society holds an animal beyond ten days at the request of the City or the City's designated animal control agent, the City shall be responsible for the costs of holding such animal, and agrees to pay the Society additional compensation of \$25 per animal per diem for each day beyond the initial 10-day period. If additional medical care is required while an animal is on hold for an extended period, the City will reimburse the Society for reasonable and customary costs incurred. Once a hold has been lifted by the City or the City's designated Animal Control Agent, the Society shall assume all costs related to the care and disposition of the animal.

4. If, at the request of the City Manager or designee, the Society shelters an unforeseen number, or type (such as wildlife, livestock, or exotic) of animal(s), additional compensation may be negotiated based on the actual incurred costs. The City shall be responsible for paying any additional compensation as agreed to by the parties.

H. TERMINATION

This Contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the City Manager on the part of the City, and to the President of the Humane Society for Southwest Washington on the part of the Society. No cause for such termination need be shown. In addition, this Contract may be terminated by any party for a material breach of non-performance of contract requirements upon sixty (60) days written notice.

I. GENERAL PROVISIONS

1. INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the

City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. The Society is responsible for all taxes applicable to this Contract.

2. GOVERNING LAWS AND DISPUTES

This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City and the President (for the Society)), shall meet with each other an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior County of Clark County, Washington.

3. NO THIRD-PARTY BENEFICIARY

No third-party beneficiary is intended to be created under the terms of this Agreement.

4. AMENDMENT

Any Amendment to this contract shall be in writing and approved by the City Manager or designee on the part of the City and by the Humane Society for Southwest Washington's President or designee on the part of the Society. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.

5. WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.

6. NOTICES

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To the City:

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

To the Society:

President
Humane Society of Southwest Washington
1100 NE 192nd Ave
Vancouver, WA 98684

7. SEVERABILITY

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect to the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8. ENTIRE AGREEMENT

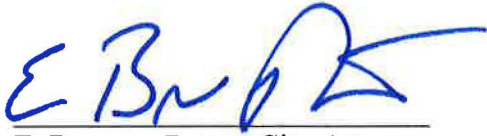
This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.

9. RATIFICATION

Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

DATED this 27 day of November, 2018.

Approved as to form:



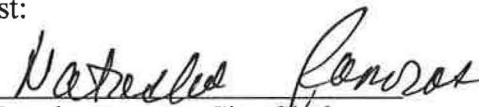
E. Bronson Potter, City Attorney

CITY OF VANCOUVER, a municipal corporation

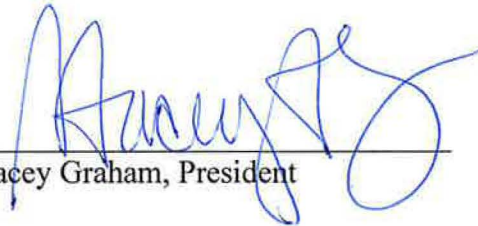
By: 

Eric J. Holmes, City Manager

Attest:

By: 
Natasha Ramras, City Clerk

VANCOUVER HUMANE SOCIETY &
Society for the Prevention of Cruelty to
Animals

By: 

Stacey Graham, President

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Situation Report # 1

Operational Period: November

New Emergency Orders (if any)

NONE

HART Activities

- HART members briefed all Vancouver Police patrol officers about the updated policy and procedures related to or involving unsheltered homelessness. The policy and procedures focus on engagement first and enforcement, if necessary, last, bringing patrol's response into alignment with HART's processes and providing patrol greater clarity and more tools for responding to calls for service involving unsheltered homelessness.
- HART members briefed CRESA dispatch about the new policy and procedures related to or involving unsheltered homelessness and how calls for service should be routed.
- HART conducted clean-ups in the area around Share House, in the lot to the south of City Hall, and on the north and south sides of the Mill Plain bridge west of Lincoln.

Corridor Community Response Teams

- Columbia River Mental Health began operating their behavioral health response team in the Fourth Plain Corridor.

Community Court

- Clark County District Court approved an expansion of the Community Court program from half day to full day, once a week. Staff is working to identify a new court location that can accommodate the extended court hours.

Safe Park/Stay Safe

- 415 West, the City's third Safe Stay Community opened on November 20th. This site is being operated by Outsiders Inn, who is also the operator of the Outpost, the City's first Safe Stay Community.
- Construction began November 13th on the City's fourth Safe Stay Community at 4611 Main Street. The site will begin operating later this month and will be operated by Do Good Multnomah.
- The RFP process for Safe Park operator is complete and the contract to have Thrive 2 Survive operate the Safe Park will go to Council for approval on December 4th with operations beginning in January.