



Heights District Implementation Update

City Council Workshop
November 28, 2022



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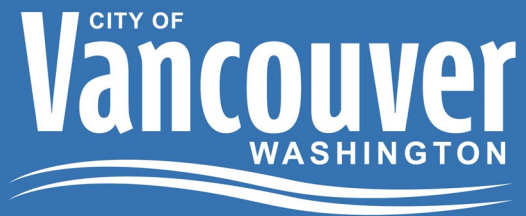
Agenda

- Project History
- Infrastructure Design
- Equitable Development Strategy
- Capital Investment Strategy & Phasing
- Private Development Facilitation
- Community Engagement
- Timeline & Next Steps

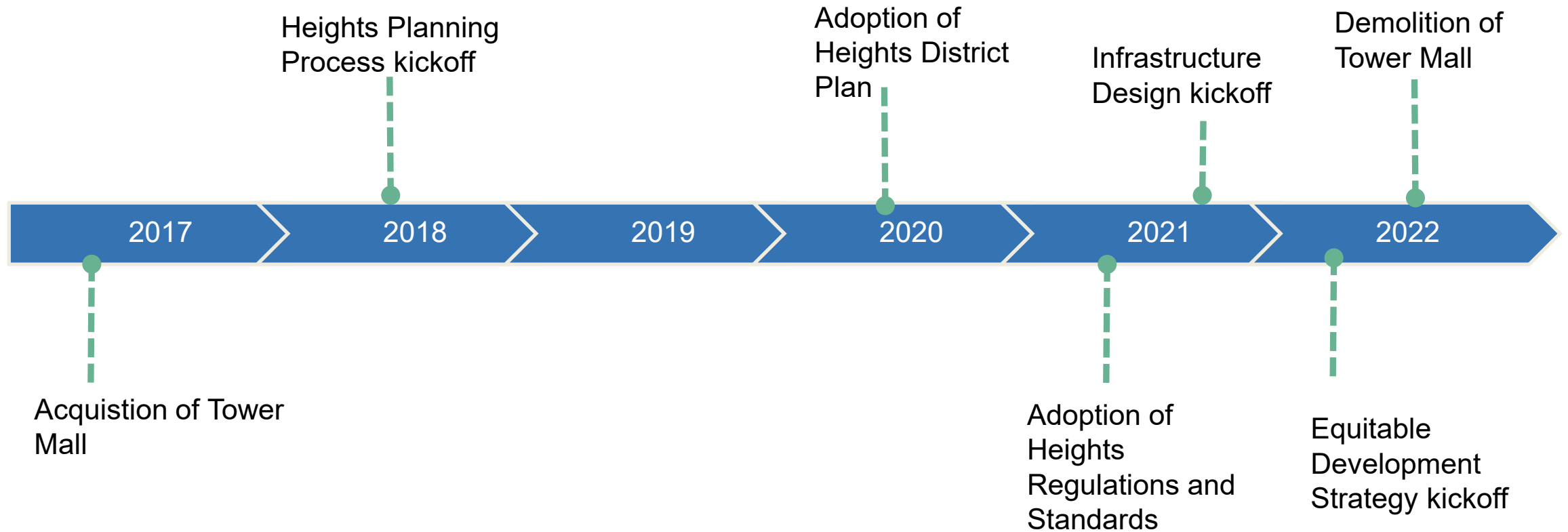


Objectives

- Provide update on implementation
- Receive feedback on plan changes
- Receive feedback on implementation timeline and next steps



Project History



Infrastructure Design



Streets

Building a 20-min neighborhood
Street Network Supporting
auto + transit + walk + bike +
roll



Plaza & Park

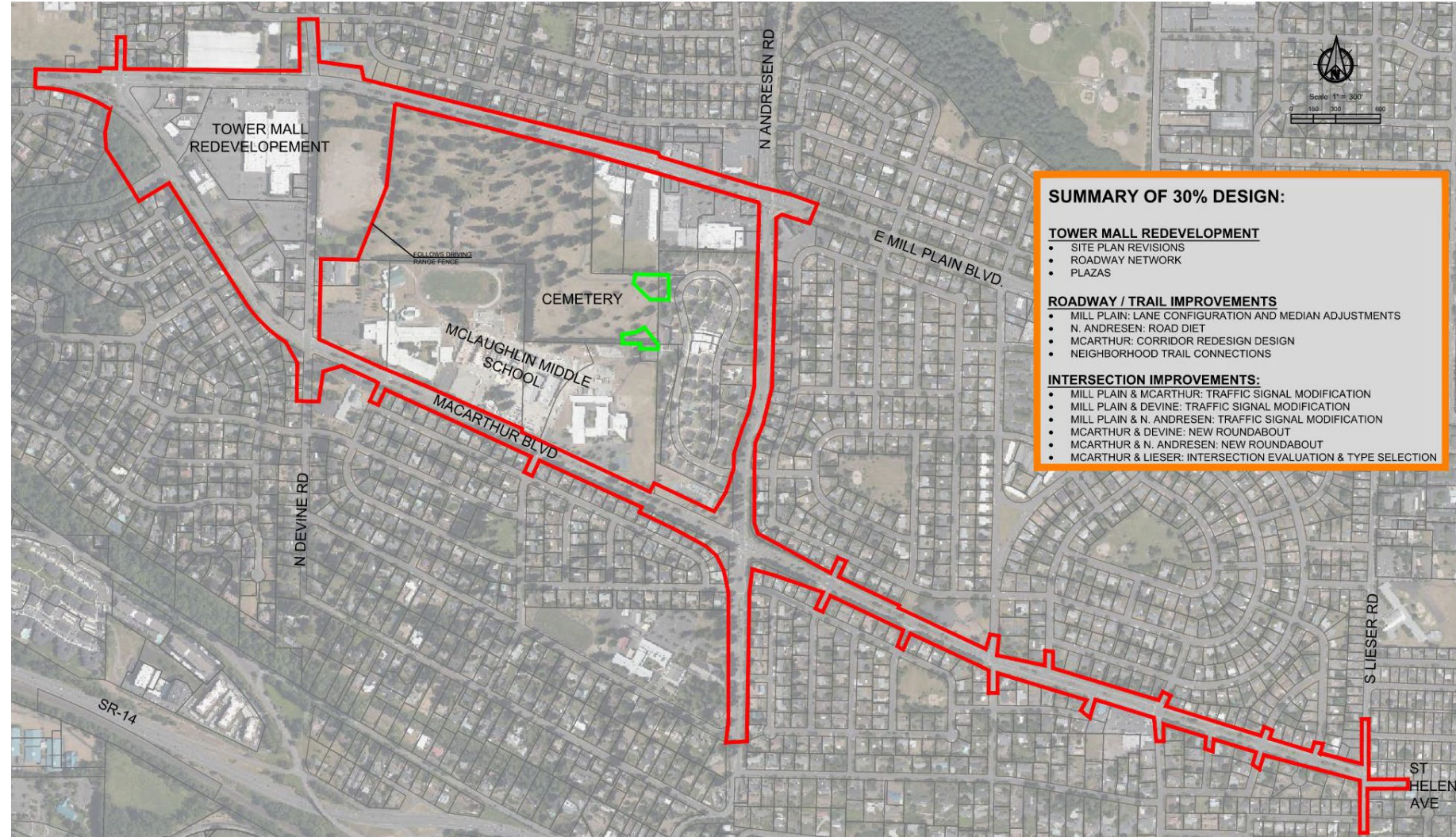
Design and Programming 20-
min neighborhood Park and
Civic Plaza



The Grand Loop

Design and Programming the
Loop, Art, Gateways and
Signage

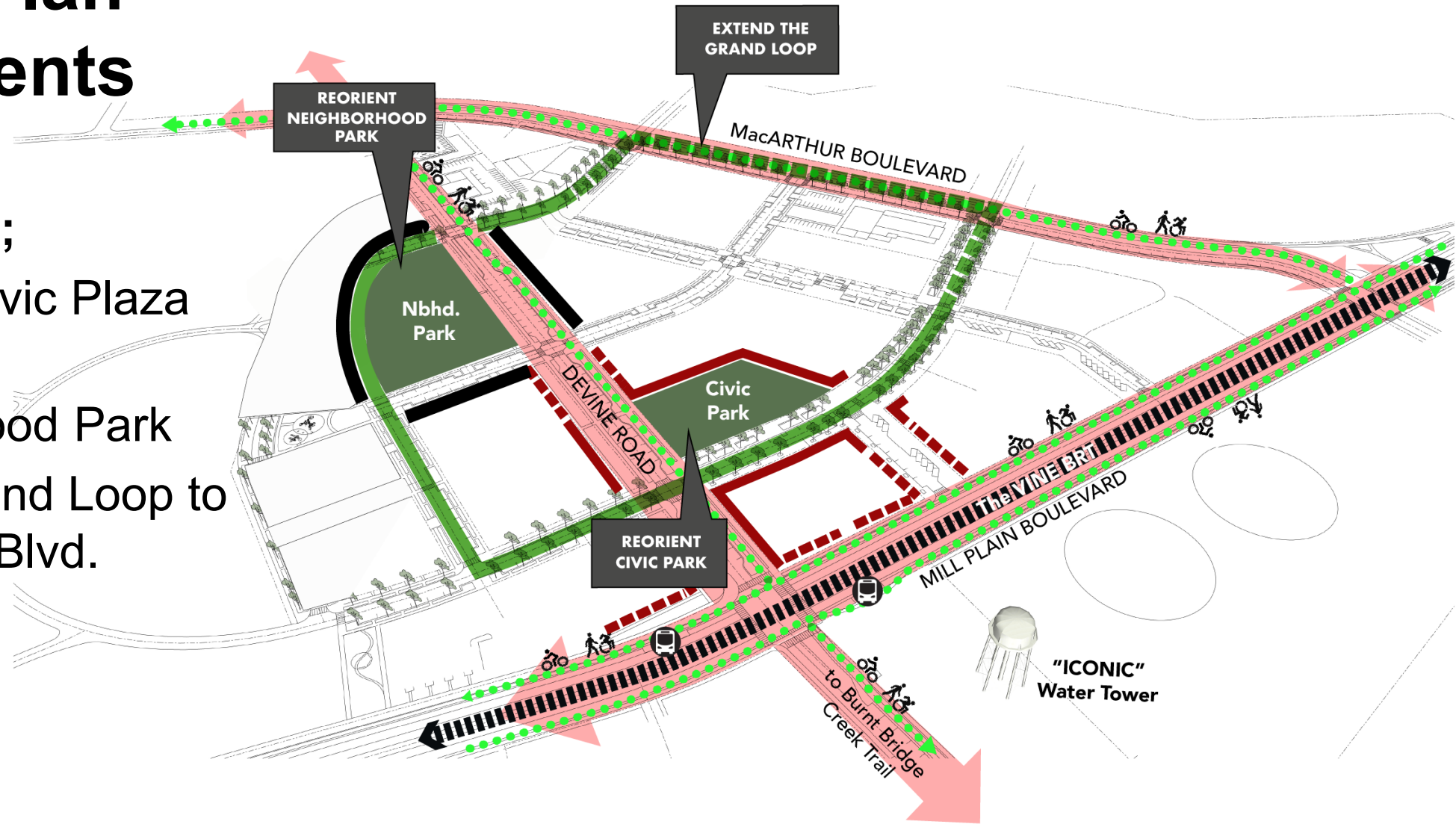
Summary of 30% Design



District Plan Refinements

Key changes;

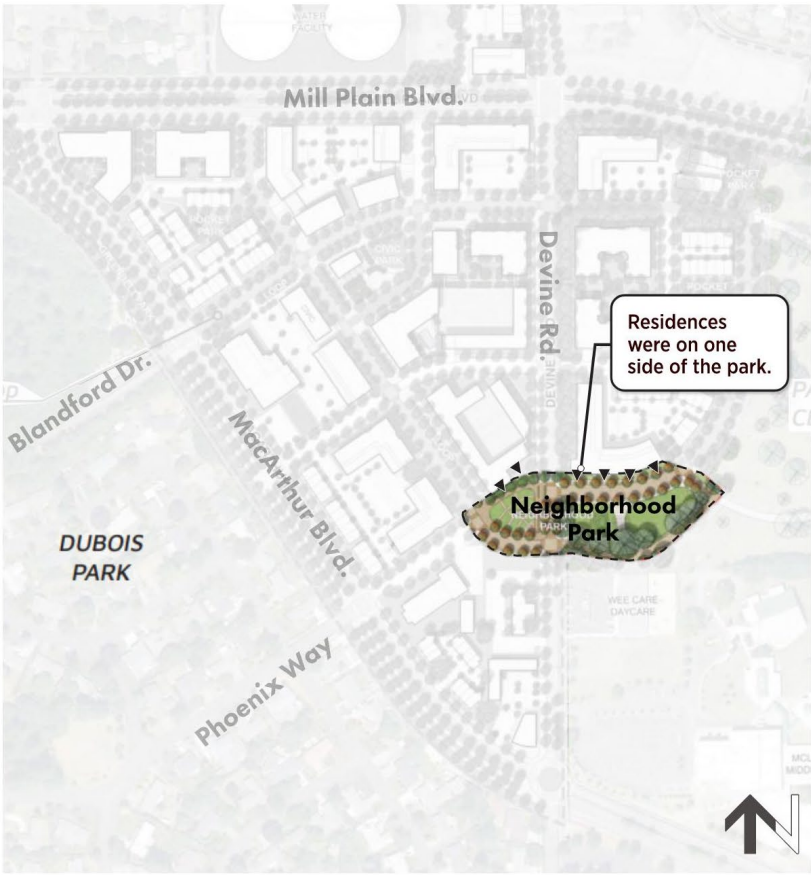
- Reorient Civic Plaza
- Reorient Neighborhood Park
- Extend Grand Loop to MacArthur Blvd.



District Plan Refinements - Before



Civic Plaza (Before)

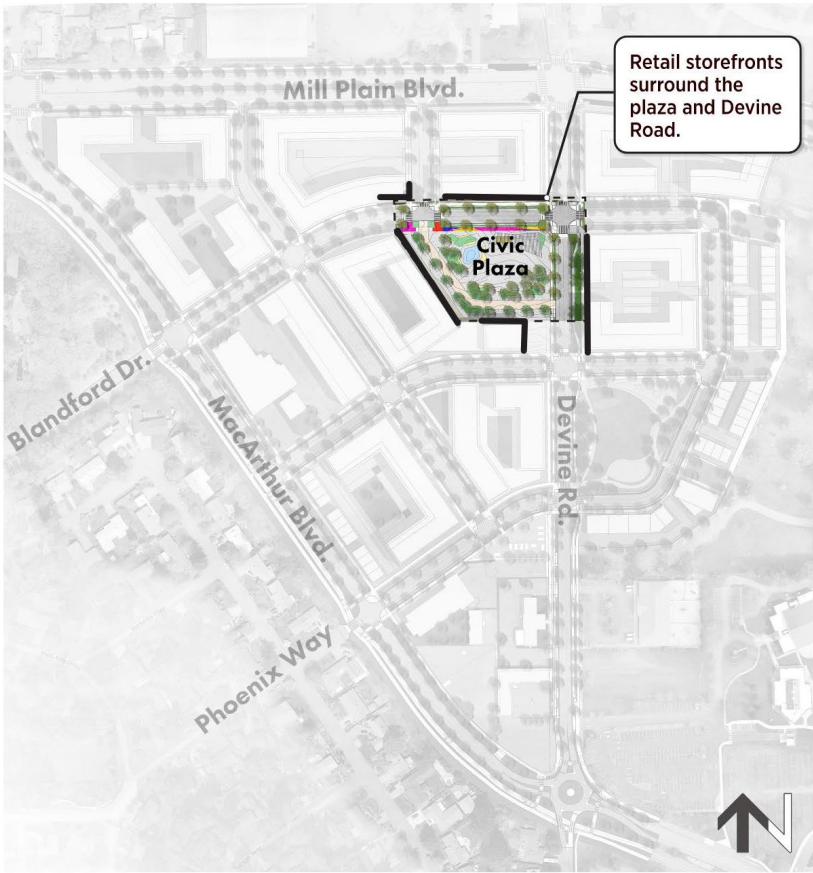


Neighborhood Park (Before)

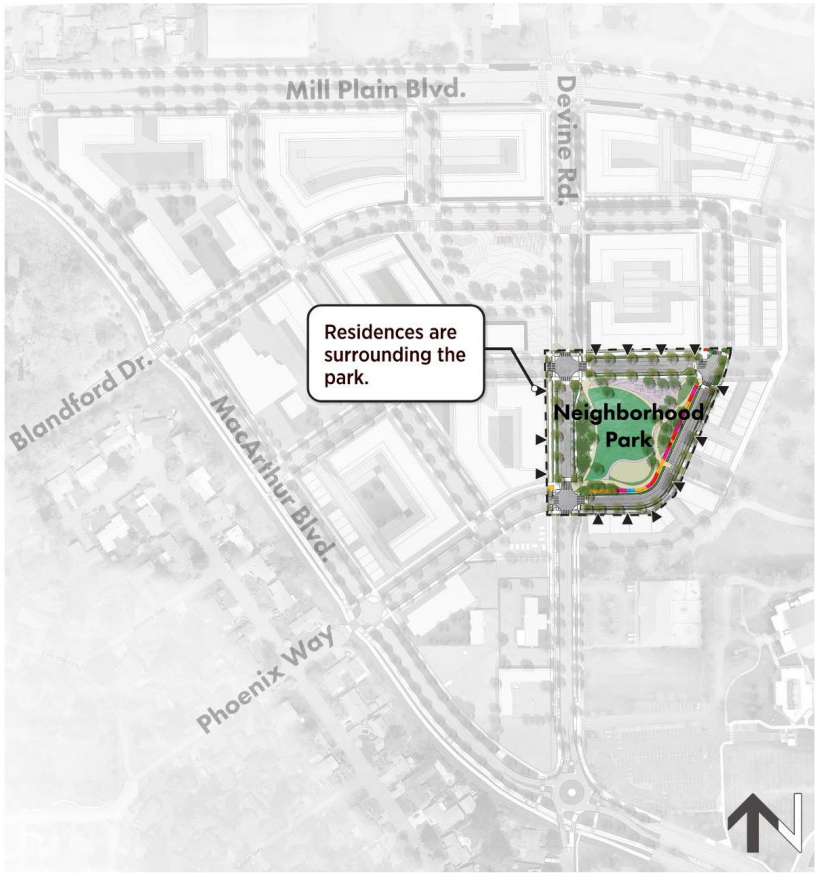


Grand Loop (Before)

District Plan Refinements- After



Civic Plaza (After)

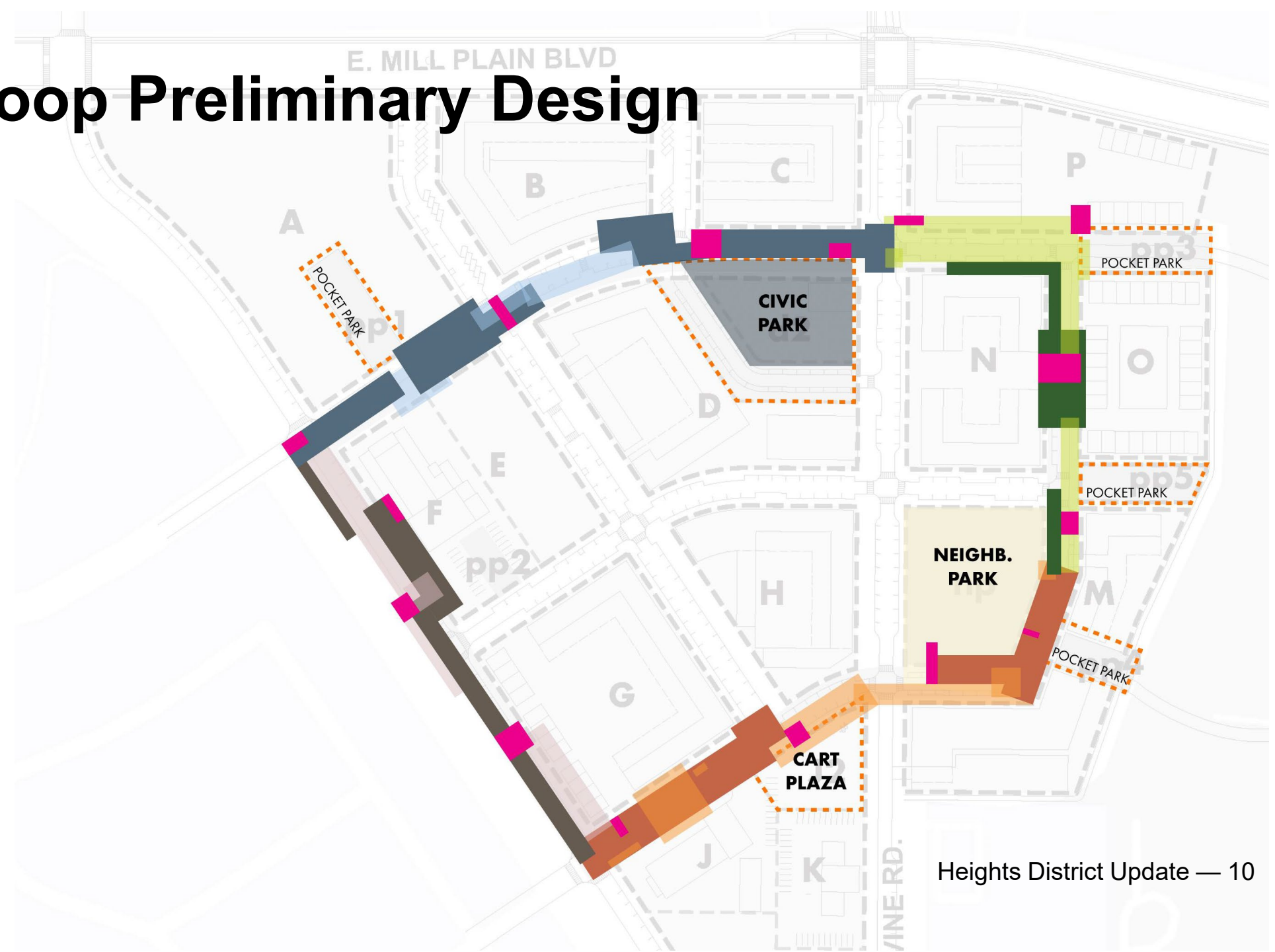


Neighborhood Park (After)



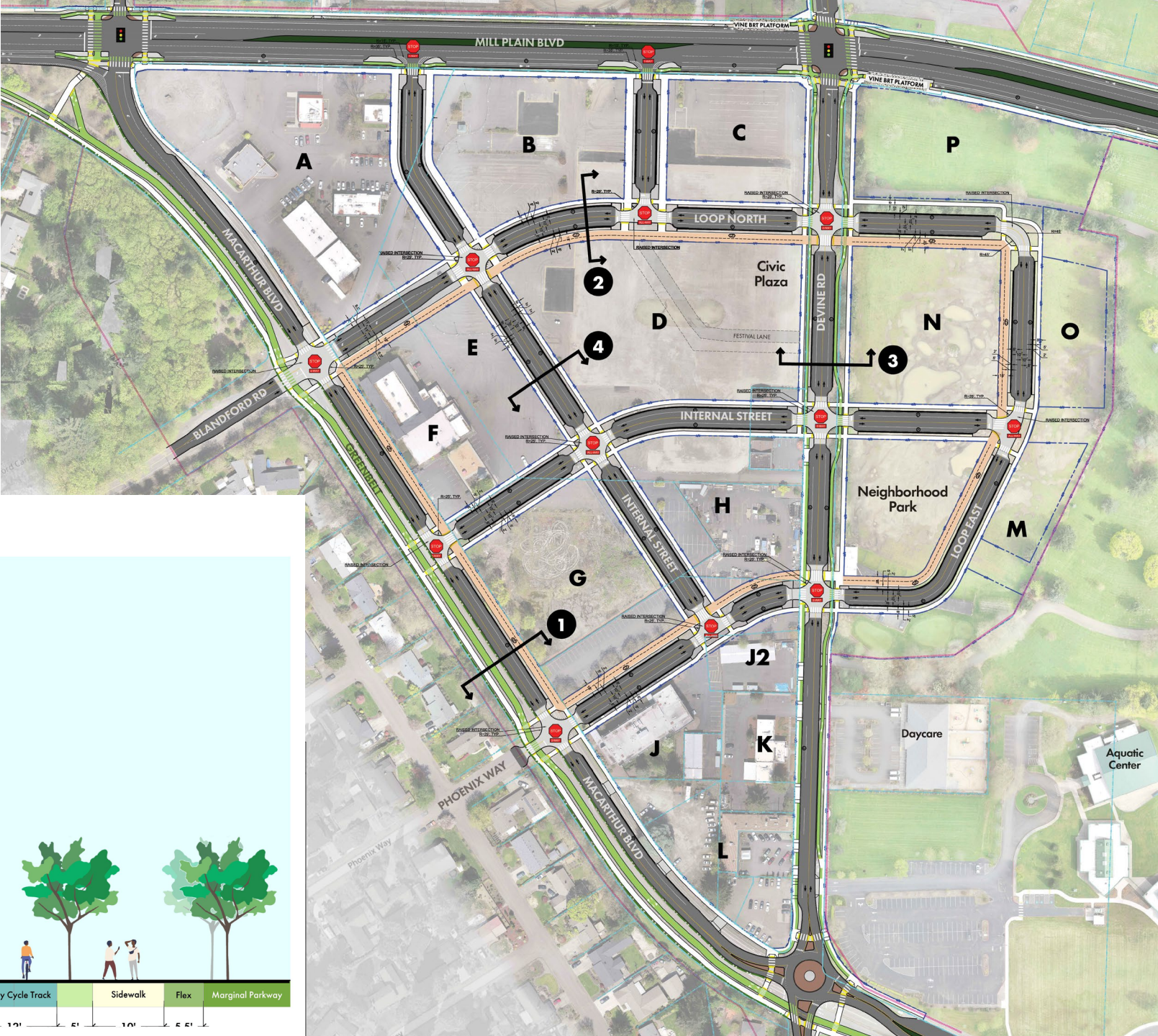
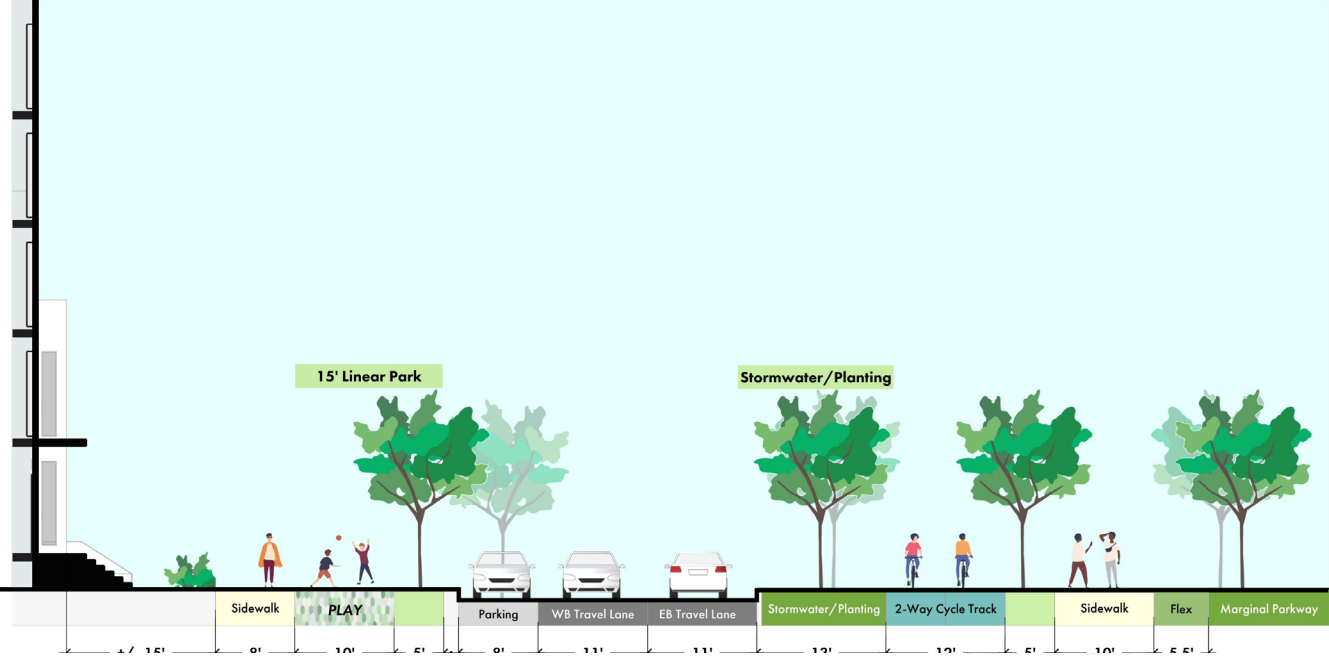
Grand Loop (After)

Grand Loop Preliminary Design

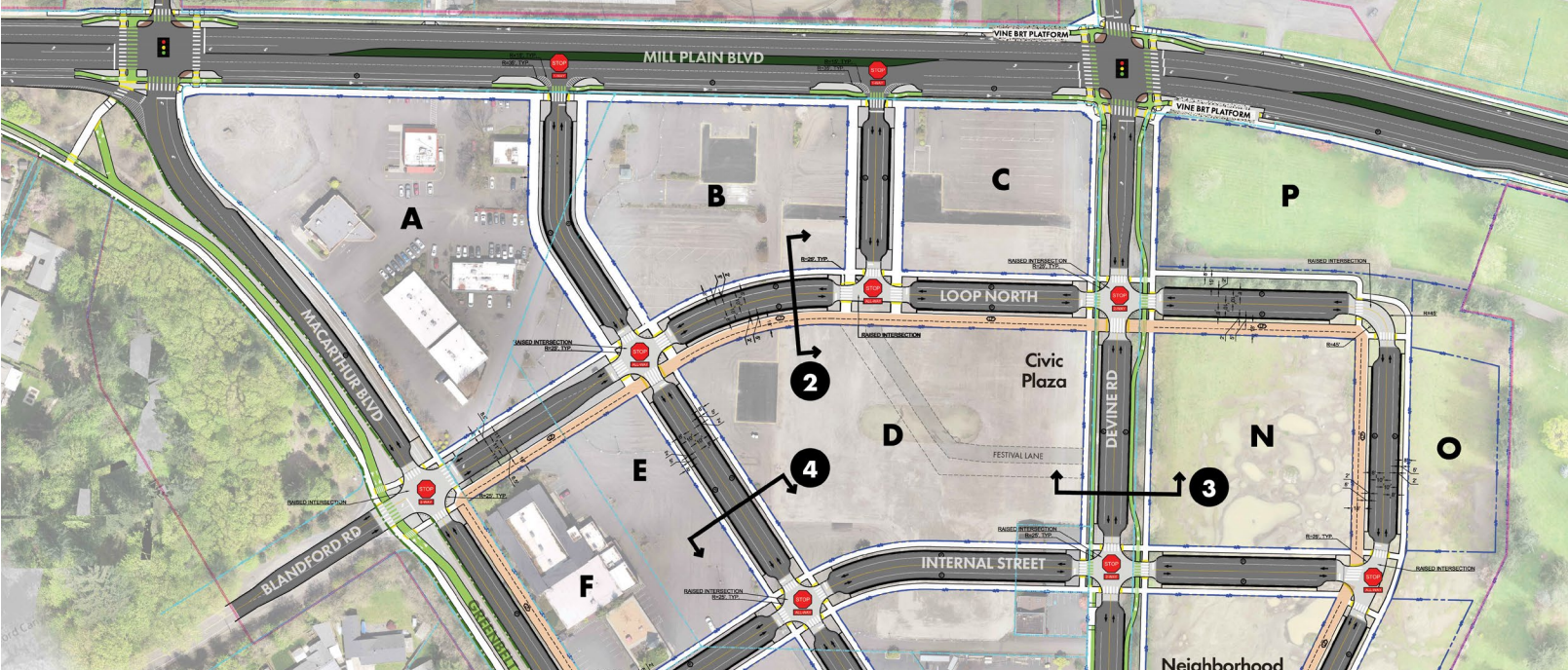


Street Designs

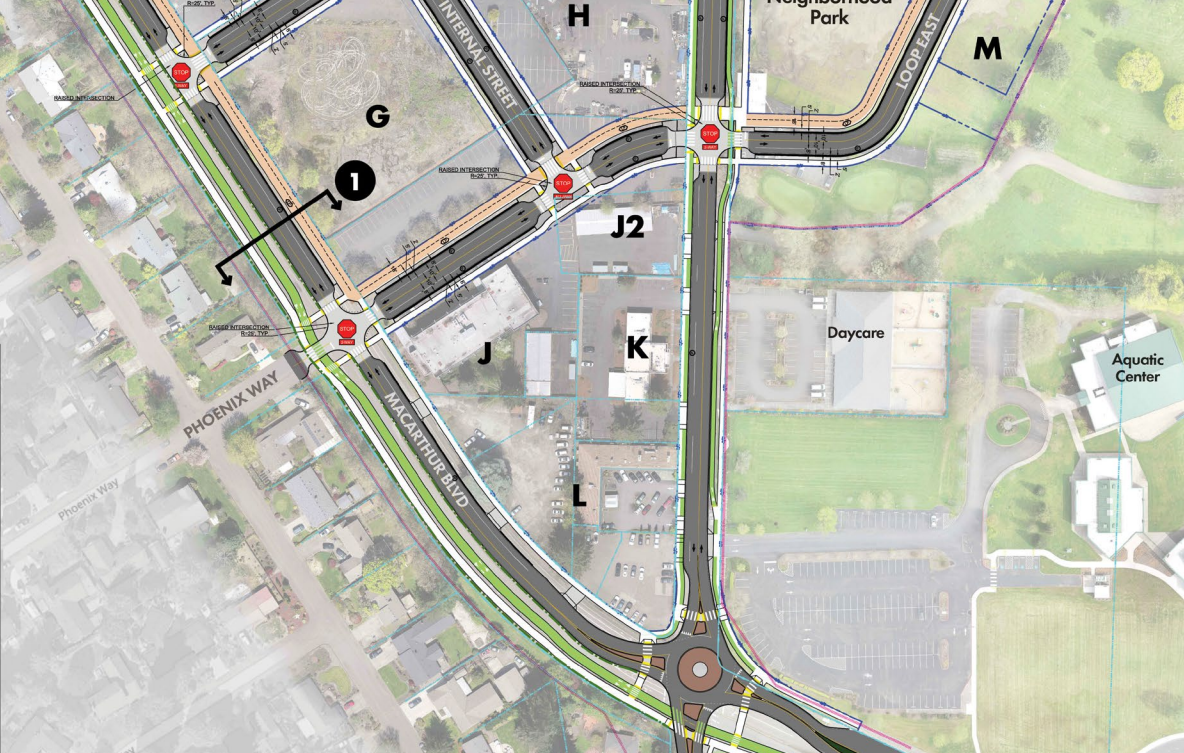
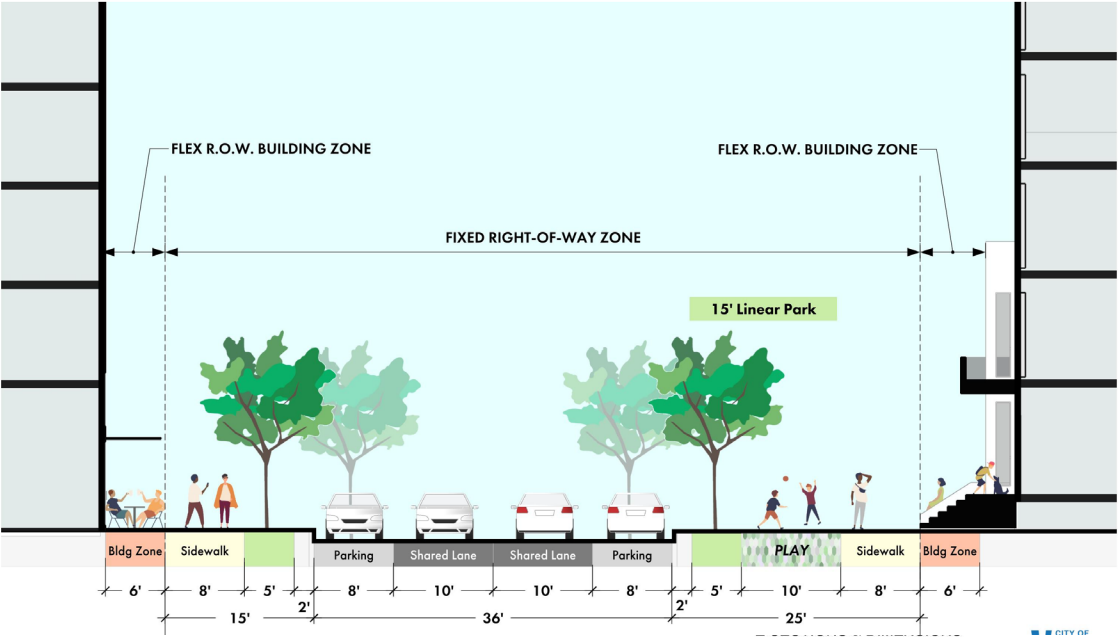
1 Loop West | MacArthur Blvd



Street Designs

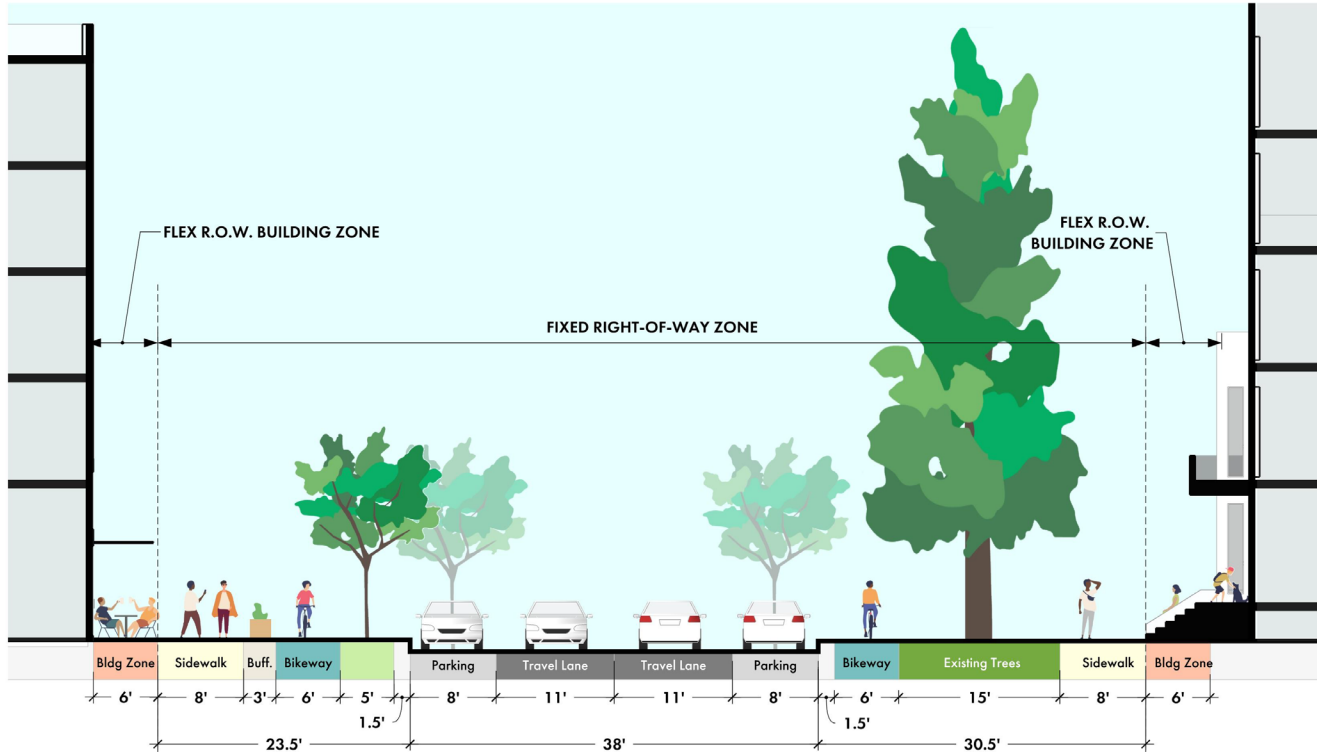


2 Loop North | Blandford Rd



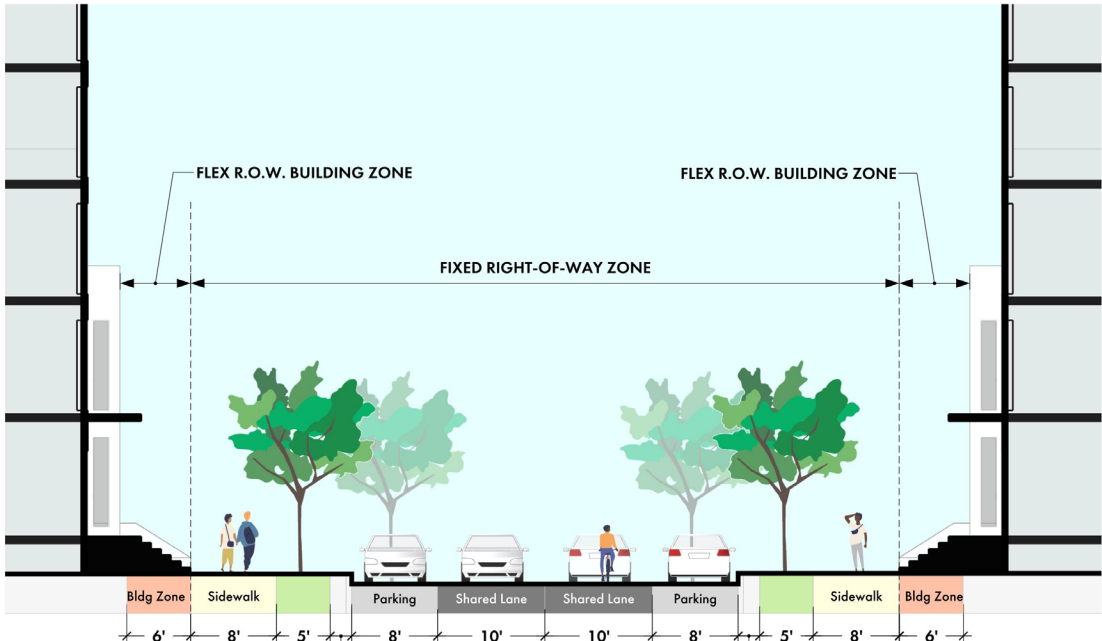
Street Designs

3 Devine Road



Street Designs

4 Internal Street



Civic Plaza Preliminary Design



Neighborhood Park Preliminary Design



Equitable Development Strategy

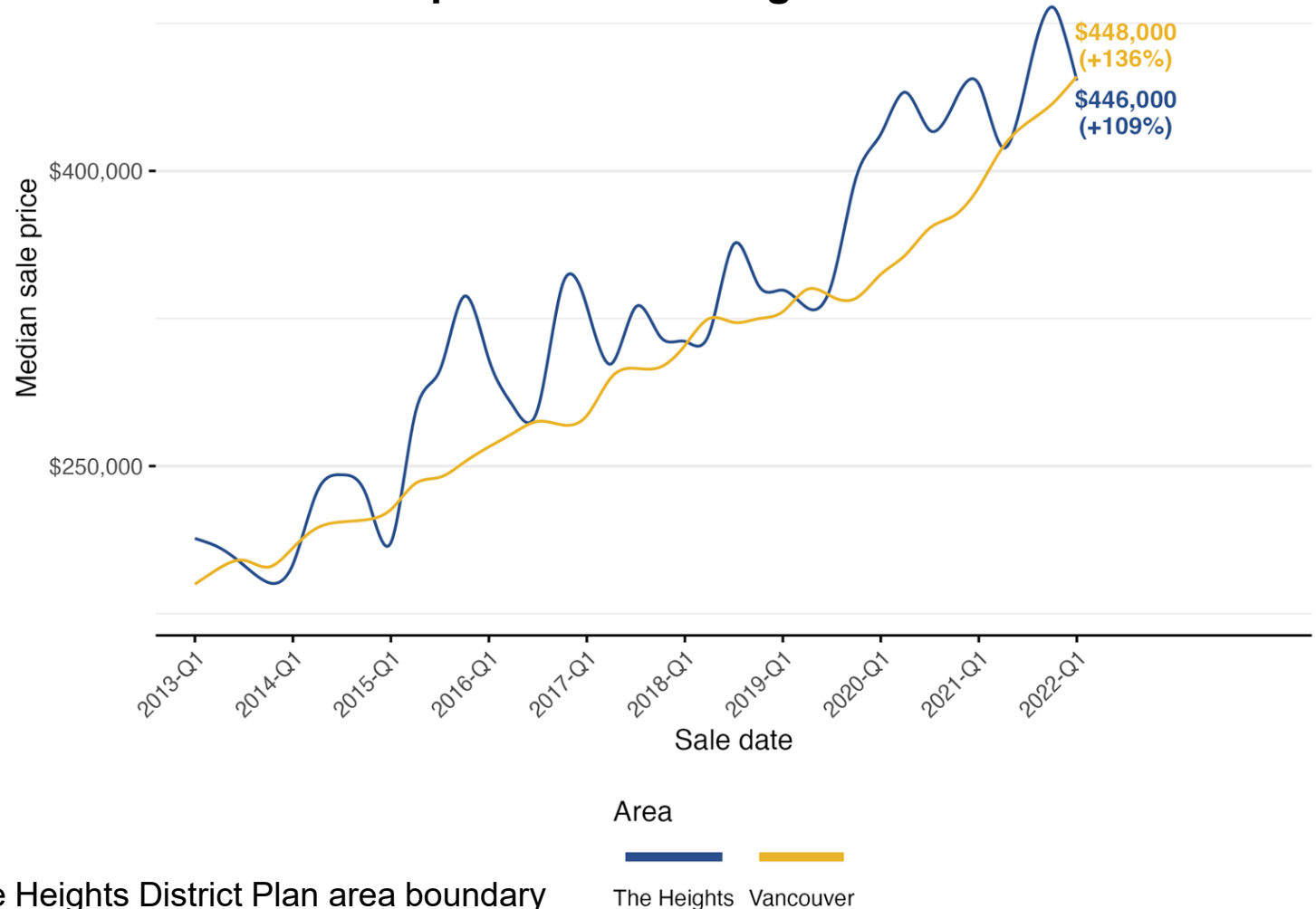
Goals:

- Provide housing for all income levels
- Retain and attract locally owned businesses
- Create opportunities for business owners from historically marginalized groups
- Ensure new businesses can meet needs of local residents
- Offer variety of employment opportunities that pay living wage and are accessible
- Connect residents to community services/amenities that benefit all

Why is equitable development important in the Heights?

- Market demand for residential and commercial uses is growing in the Heights; rents and home sale prices continue to increase in the district.
- High demand could increase displacement pressures on existing residents and businesses in the Heights.

Median home sales prices in the Heights

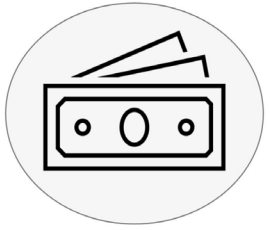


Note: prices were sampled from homes within ¼ mile of the Heights District Plan area boundary

What strategies can be used to prevent displacement?



Community Ownership Models



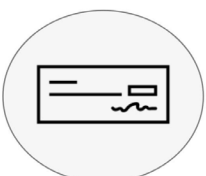
Small Business Assistance Programs



Homeownership Support for Low-income Households



What strategies can be used to ensure new development matches community needs?

- | | | | |
|---|---------------------------|--|---------------------|
|  | Ownership Interest |  | Income Generation |
|  | Home Ownership |  | Employment |
|  | Affordable Rental Housing |  | Community Resources |
|  | Business Development |  | Entrepreneurship |



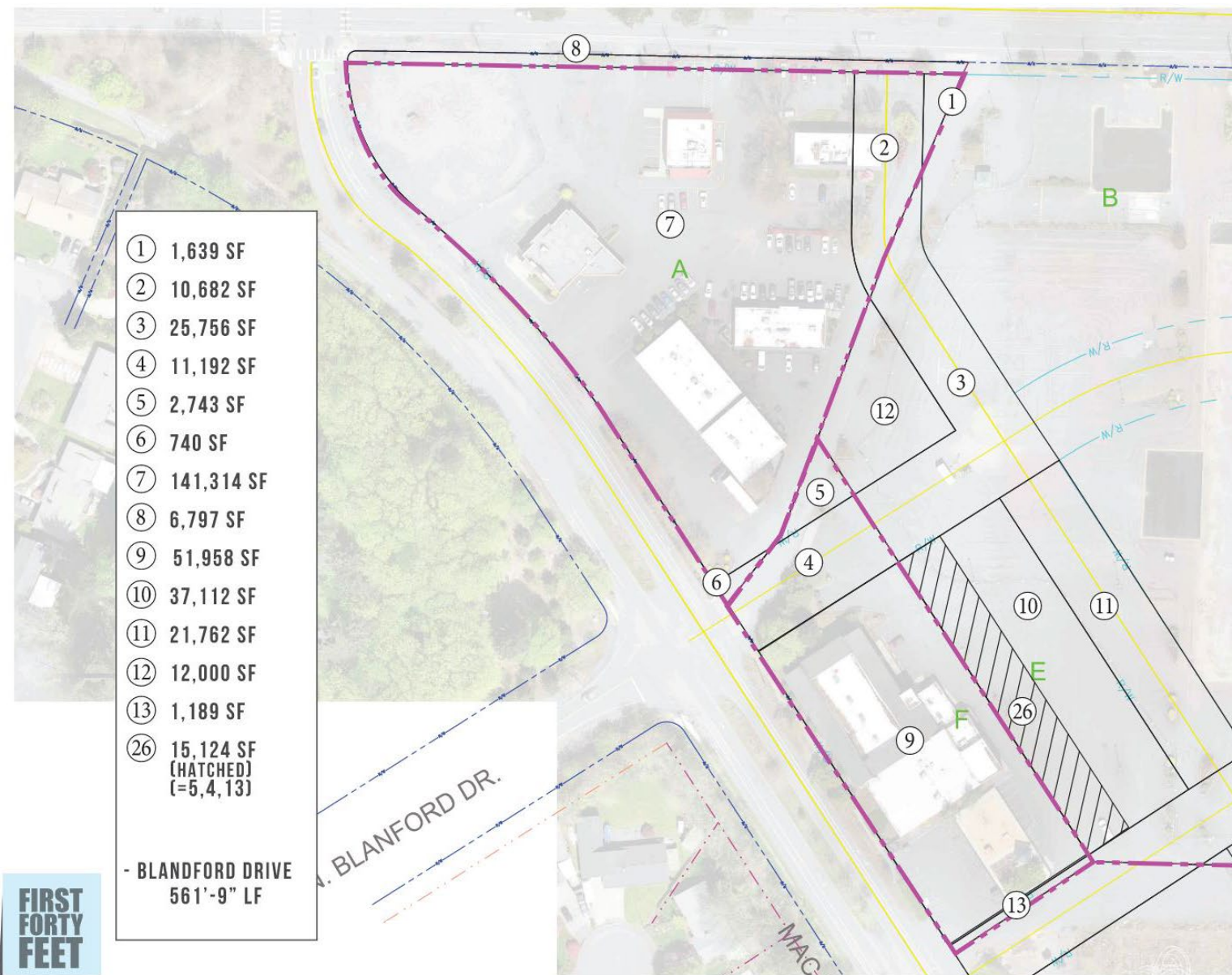
Capital Investment Strategy



Potential Revenue and Funding Mechanisms include:

- Local Improvement Districts
- State & Federal Grants
- Latecomer Fees & Reimbursements
- Tax Increment Financing

BLOCK CALCULATIONS



Private Development Facilitation

- Ongoing communication with property owners impacted by proposed right of way
- Commence negotiations with property owners for property swaps/conveyances

Community Engagement

Goals of the engagement plan include:



**Communicating with
local residents,
businesses, schools
& organizations**



**Building on earlier
community
engagement**

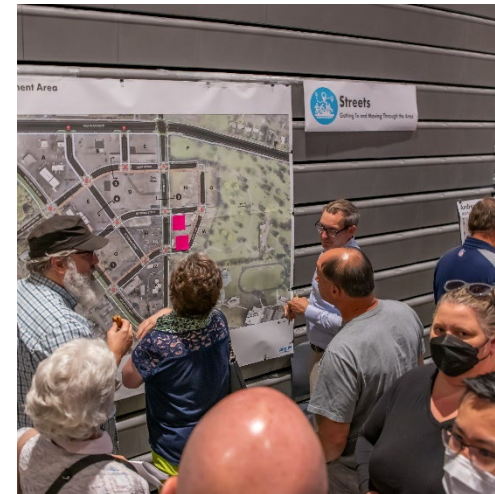


**Involving community in the
design & equitable
development strategy and
adopting their feedback**

Open House No.1

Participants had opportunities to provide feedback on several aspects of the Heights District Plan:

- Updated Masterplan
- Streets Design
- Civic Plaza Design
- Neighborhood Park Design
- Equitable Development
- The Grand Loop Design



Open House No.1

Statistics:

- Approximately 120 attendees
- Received 56 completed surveys
- Majority were residents of 98661
- Majority of the attendees were over 50 years of age
- 42% of respondents over age of 70



Open House No.1

The following were top on the list of desired outcomes:

- Walkability
- New Retail and Dining
- Spaces for children and families
- Improved safety
- Support bike culture
- Hope for new green and landscaping
- New community center for gathering



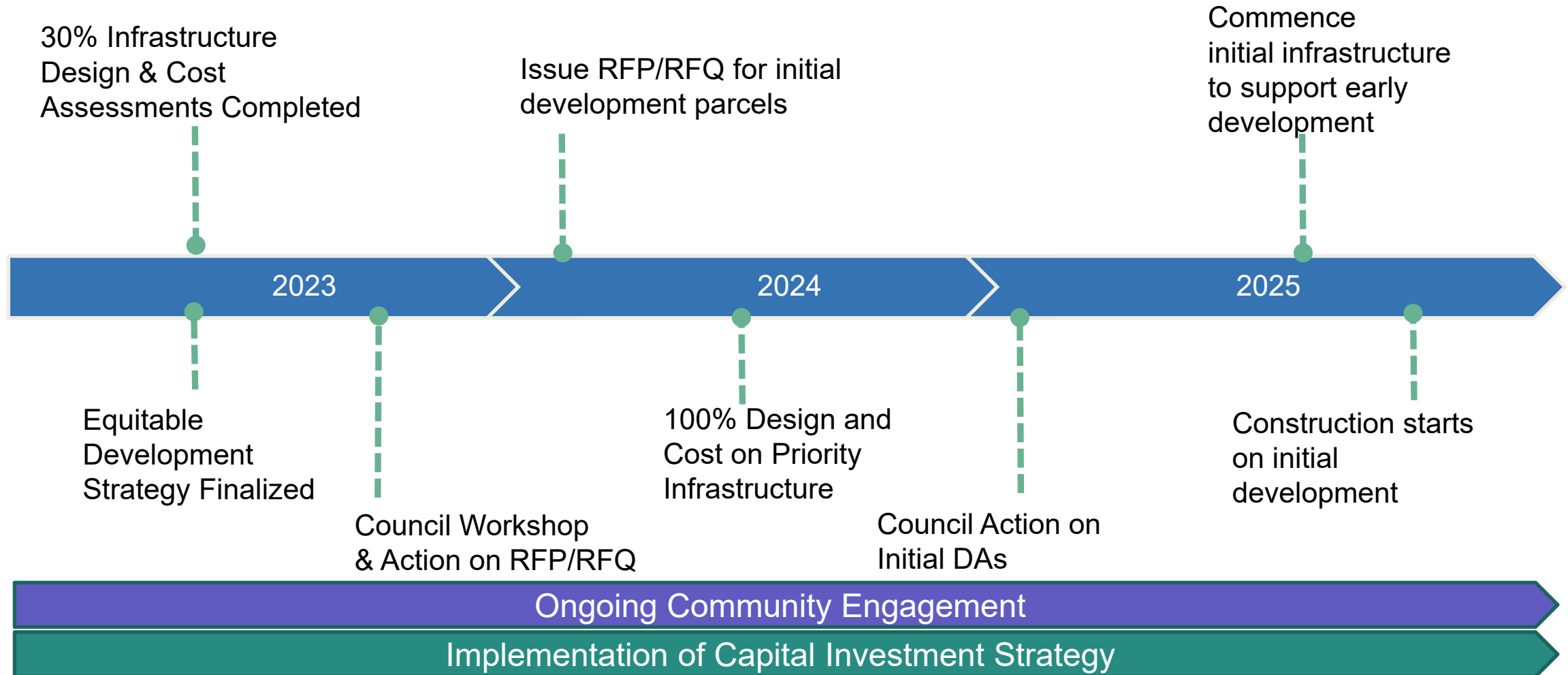
Open House No.1

The following were top on the list of concerns:

- Displacement of existing businesses
- Affordability and Accessibility
- Parking capacity for events and new retail
- Required parking ratios
- Impacts to neighboring residents

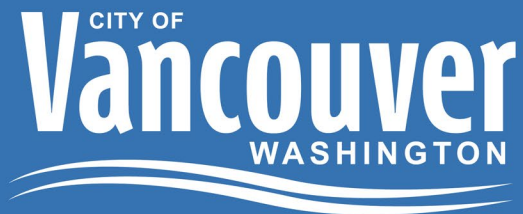


Project Timeline



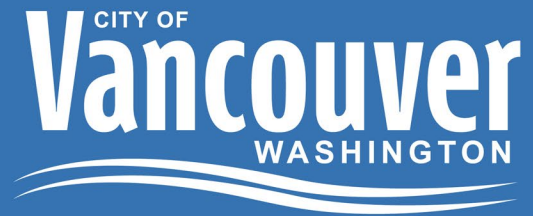
Objectives

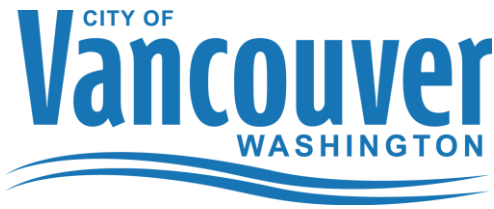
- Provide update on implementation
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www.beheardvancouver.org/heights-district-plan

Thank You





MEMORANDUM

DATE: November 28, 2022

TO: Anne McEnerny-Ogle, Mayor
City Council

CC: Eric Holmes, City Manager
Lon Pluckhahn, Deputy City Manager

FROM: Patrick Quinton, Director - Economic Prosperity and Housing

RE: **Heights District Implementation Update**

The purpose of this memo is to brief City Council on the progress in implementing the Heights District Plan over the past year. Work to date is summarized in this memo and detailed descriptions of infrastructure design components are included as attachments.

I. Project Overview

The Heights District Plan was adopted in 2020 after a lengthy community planning process that started with the acquisition of the Tower Mall property in 2017. The District Plan envisions a vibrant neighborhood center that is sustainable, healthy, equitable, accessible, and safe. The planned District includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. In addition, the Heights District Plan is intended to maintain the social and economic diversity of the neighborhoods around the proposed District and ensure that new development provides benefits and opportunities to a broad range of residents and businesses including Vancouver's most economically vulnerable residents.

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After adoption of the Heights District Plan, the project transitioned to the implementation phase. The City established a Project Working Group (PWG) comprising representatives from departments across city government to oversee work and ensure coordination across functional areas. Under the leadership of the PWG, the City has made substantial progress in the following areas:

- A. Tower Mall Demolition
- B. District Infrastructure Design
- C. Equitable Development Strategy
- D. Capital Investment Strategy
- E. Private Development Facilitation
- F. Communications and Engagement

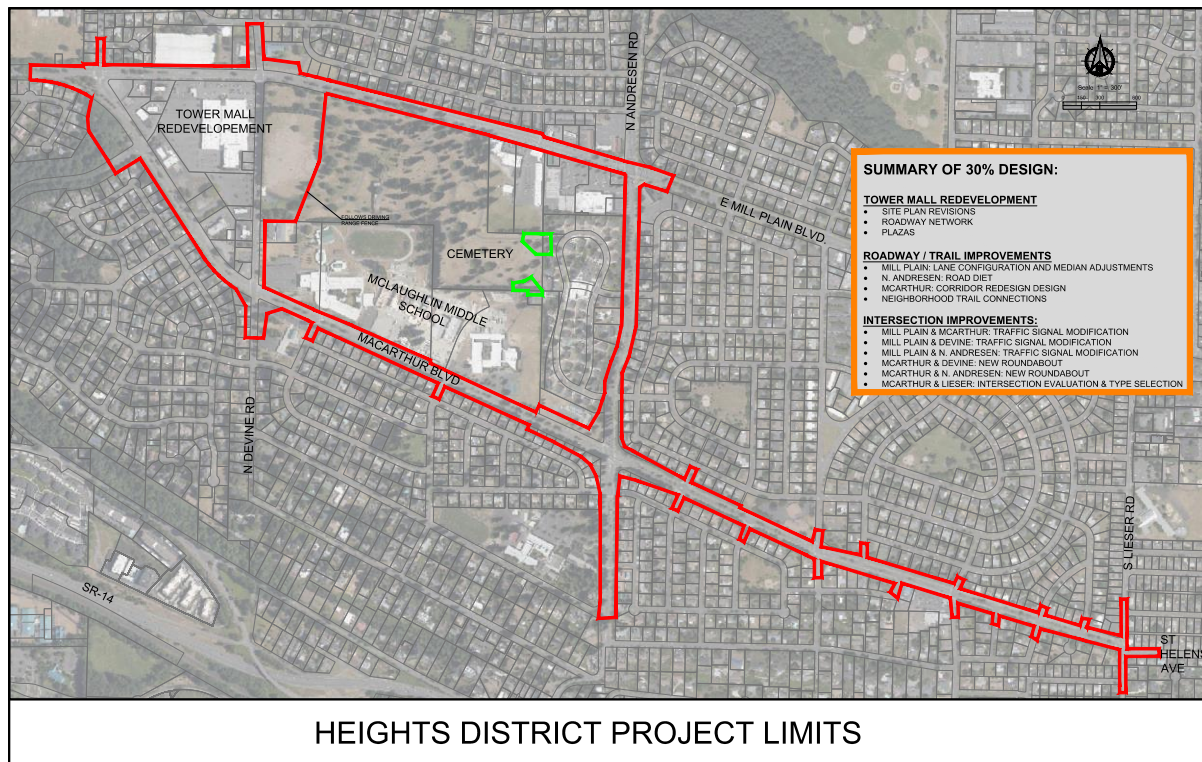
The remainder of this memo details the progress in each of the above implementation activities.

A. Tower Mall Demolition

Demolition of the former Tower Mall began in October 2021 and was successfully completed in April 2022. The City's contractor was able to safely remove all hazardous materials during the demolition process and reclaimed substantial timber for reuse in other construction projects. Free of any existing structures, the site is now available for temporary use until development activities begin in 2024.

B. District Infrastructure Design

The City of Vancouver entered into a contract with First Forty Feet (FFF) in February 2022, to refine the layout of the District, design the rights of way and public spaces within the Heights District plan area as shown below, and advance those designs to a 30% design standard. Achieving this milestone will position the City to begin to facilitate both public and private development in the District.



Since beginning its work in early 2022, the FFF team, in collaboration with the City's Project Working Group (PWG), has accomplished the following:

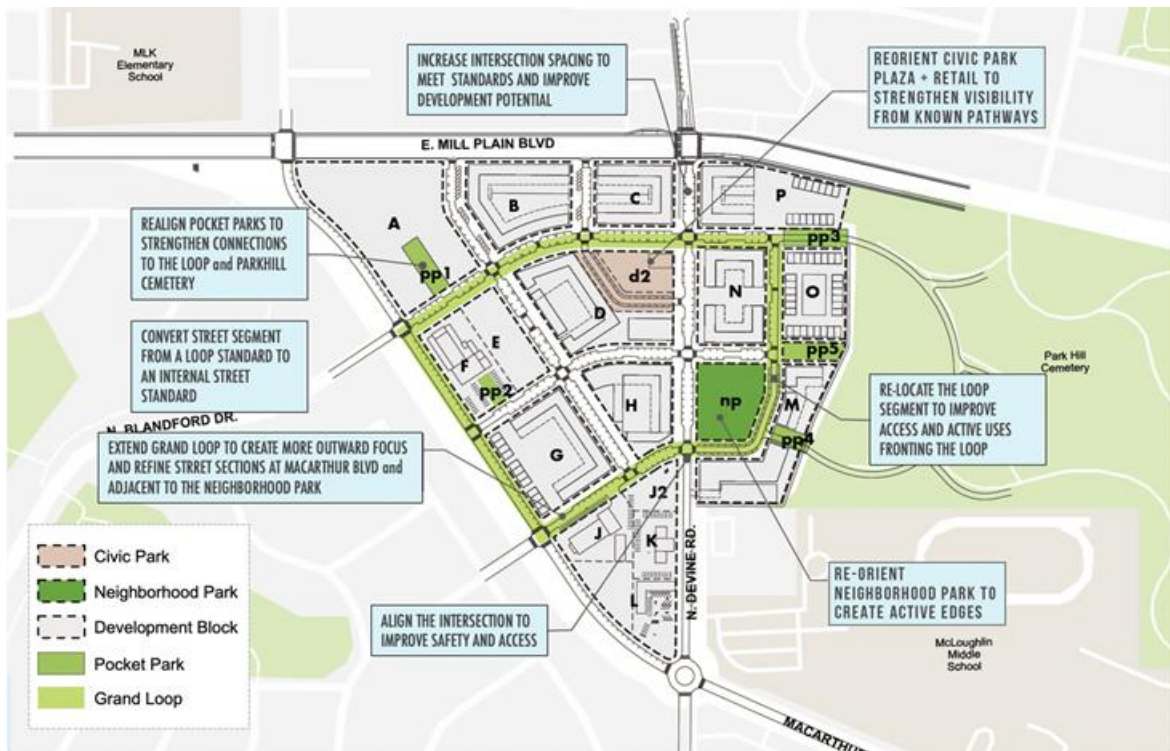
Existing Conditions Due Diligence

The FFF team has completed a range of due diligence activities, including:

- a topographic and existing conditions survey;
- research of existing records for information on property deeds, surveys, plats, highway and road rights-of-way and easements within the project limits;
- archaeological survey fieldwork consisting of a pedestrian survey and excavation of 45 shovel tests to look for evidence of archaeological resources on City-owned land and rights-of-way;
- an updated traffic impact analysis prepared using revised assumptions for proposed land uses; and
- geotechnical borings throughout the proposed development area.

Refinement of Tower Mall Redevelopment Area Plan (Exhibit A)

One of the early outcomes of the FFF work has been a refinement of the street plan for development within the former Tower Mall area (Tower Mall Redevelopment Area or TMRA). The FFF team reviewed the proposed street plan from the District Plan as well as the objectives of the plan, and recommended changes to the locations of the public spaces (Neighborhood Park and Civic Plaza) to provide better visibility to these spaces. In addition, FFF recommended adjustments to the configuration of the Grand Loop to provide better access in and out of the District. The revised plan is shown below and the rationale for the plan changes are detailed the attached Exhibit A.



Refinement of Streets and Development Parcels within Tower Mall Area (Exhibit B, C & D)

In addition to the plan adjustments described above, FFF reviewed the proposed rights of way throughout the District and recommended adjustments to create better alignment of street and pedestrian pathways, and increase parcel sizes for public spaces and development. These changes are detailed in the attached Exhibit B. This review also resulted in proposed changes to the Grand Loop (Exhibit C) and Devine Road (Exhibit D).

MacArthur Boulevard Greenbelt (Exhibit E)

The Heights District Plan incorporates the transformation of MacArthur Boulevard into a signature multimodal corridor for Vancouver. The project comprises three unique segments that extend a greenbelt (enhanced walkway, landscaped buffer, and bi-directional cycle track) from Mill Plain Blvd to Lieser Road. The FFF team has produced preliminary designs for the work on MacArthur, which is included as Exhibit E. The design team will continue to refine these recommendations based on feedback from City staff and public engagement.

C. Equitable Development Strategy

A critical component of the Heights District Plan is the goal of creating an equitable, inclusive neighborhood that provides opportunities for people of all income levels to live, work and play. To turn this ambitious goal into reality, the City has embarked on the development of a strategy that incorporates best practices from around the U.S. to encourage and guide development and investment activities that expand opportunities for historically underserved communities and populations rather than exclude or displace existing residents and businesses and the most vulnerable residents of the local community. This strategy, which builds on the priorities and recommendations of the Reside Vancouver report completed in 2019, will guide all public development activities within the District and inform the City's negotiations with developers of private parcels as well.

To assist with the development of that strategy, the City engaged ECONorthwest, a Pacific Northwest based development consulting firm, to research models that can be used locally and create development models for use in structuring partnerships to achieve the goals of the District Plan. The PWG began work with ECONorthwest in March 2022 and to date has developed an engagement plan in consultation with City staff and FFF to ensure that engagement activities are coordinated across all implementation activities. The Heights communications and engagement plan is detailed later in this memo.

In addition to the engagement plan, ECONorthwest has also completed an initial market analysis of the area surrounding the proposed Heights District. This market analysis reviewed current trends for housing prices, rents for housing and commercial space, demand for development of all types. This market analysis will help establish a baseline for planning new development in the District and for understanding the economics of promoting development that is inclusive and affordable for local businesses and residents at all income levels.

The ECONorthwest team is now engaged in a review of best practices across the U.S. for equitable development and will recommend a set of actions for the City to consider for inclusion in the strategy.

D. Capital Investment Strategy

The City has been working with FFF to develop a plan for identifying the resources to fund the necessary capital improvements to the District, including all publicly-funded rights-of-way and open spaces. The strategy development has been focused on identifying “district scale” funding sources, including tax increment financing, reimbursement/proportionate share agreements, and local improvement districts (LIDs). In addition, the strategy will help the City determine the appropriate developer contributions and investments of the value of city-owned land, and prepare for state, federal and philanthropic grant opportunities. The project team expects to have a capital investment strategy finalized prior to initial development activity occurring in the District.

E. Private Development Facilitation

City staff have been communicating with all private property owners within the Tower Mall Redevelopment Area to understand their future development plans and identify actions to support proposed development. In addition to helping facilitate private development, the City is also working with FFF to refine the right of way needs for the District Plan and begin conversations with impacted property owners about managing the impacts from the City’s planned right of way acquisitions.

F. Communication and Engagement

Public input will inform all implementation activities of the Heights District Project, including the refinement of design and construction documentation and formulation of the equitable development strategy. Both FFF and ECONorthwest are collaborating with City staff to develop a communications and engagement plan to ensure public input informs project decisions and details the methods, techniques, timelines and staffing assignments for engagement work. The goals of the engagement plan include:

- Communicating with neighboring residents, businesses, faith groups and schools in a proactive and timely manner.
- Building on earlier community engagement, and honoring past commitments (e.g., following through on Reside Vancouver recommendations, design consistency with the Heights District guiding principles and relevant policies guidelines, standards and regulations).
- Engaging stakeholders and the community on the preliminary development and design concepts, interim uses for the Tower Mall Redevelopment Area and a preferred plan.

- Demonstrating how stakeholders and community feedback is being used to guide the current phase of work (equitable development proposals, 30% design documentation, phasing and funding of development projects and streets and utilities improvements within the District Park Hill Cemetery Trail Connections, and the Civic Park, Neighborhood Park and Pocket Parks).

Public engagement activities will occur over two project phases:

- Phase I - Refining Priorities for the Heights – The initial phase of engagement will focus on collecting information from existing businesses and residents about their current and future needs and present preliminary information on strategies to implement goals from the Heights District Plan. During this phase, the project team will also gather insights on preliminary public area (streets, plazas and parks) design concepts and alternatives. **Phase I kicked off with an open house at McLoughlin Middle School on October 6th with over 100 community stakeholders in attendance.**
- Phase II - Timing and Prioritization of Recommendations - The second engagement phase will seek feedback on preferred public area (streets, plazas and parks) design concepts as well as potential equitable development policies and strategies and will seek to gather feedback from community members on prioritization and phasing of these strategies. Engagement sessions will include one-on-one or group interviews, meetings, and feedback gathering through in-person and on-line surveys.

Next Steps

The City's Project Working Group (PWG) will continue to move implementation of the District Plan along the parallel paths described in this update. The PWG anticipates that both the infrastructure design work and the equitable development strategy will be complete by the end of the second quarter 2023. In addition, the PWG will work with both FFF and ECONorthwest throughout the next nine months to develop a series of development phasing scenarios to anticipate when private development may occur and prioritize the initial infrastructure investments necessary to match any initial development activity.

Completion of the above work, including the phasing plans, will position the City to facilitate development on privately-owned parcels within the District that is consistent with the objectives of the District Plan. In addition, the City should be ready to make available for development an initial group of City-owned properties. Those properties will likely be offered through an RFP/RFQ process which will incorporate the objectives of the District Plan and the best practices identified in the Heights equitable development strategy.

In addition to pursuing initial development activities, the City will begin to assemble the necessary funding to start construction of one or both of the public spaces in the District as well as the public infrastructure required to support the initial development in the District.

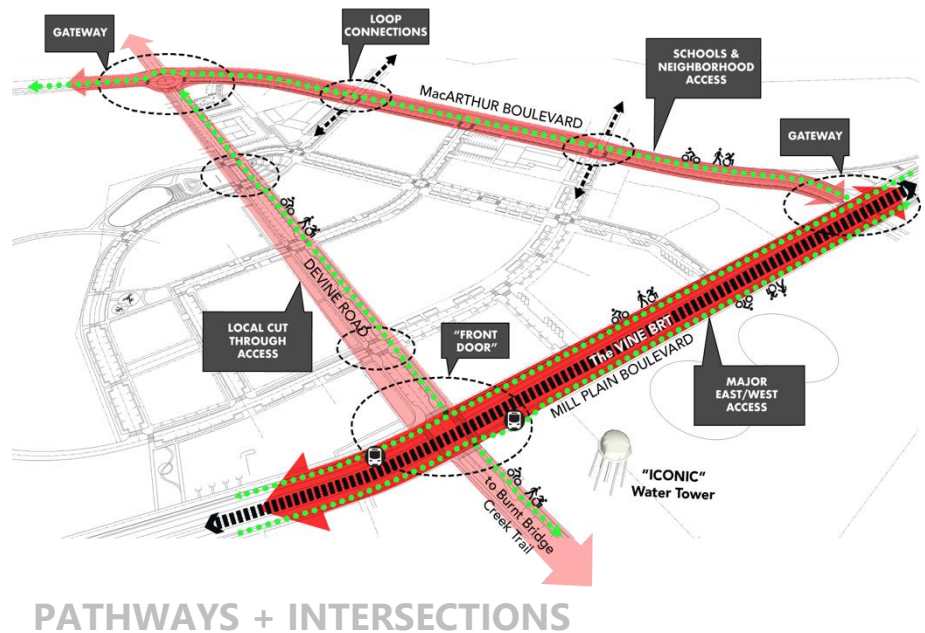
In addition to the workshop in November 2022, the project team plans to provide an update to City Council in the third quarter of 2023, prior to seeking action on an RFP/RFQ and any initial infrastructure projects.

HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT A

Heights District Plan Refinement

An assessment of the street plan included in the adopted Heights District Plan resulted in recommending changes to promote street-oriented retail and the use, function, and viability of the key assets of the Districts, including the Grand Loop, Civic Plaza, and the Neighborhood Park

Assessment: Primary pathways and intersections surrounding and passing through the Tower Mall Redevelopment Area (TMRA) part of the Height District play a vital role in promoting street-oriented retail within the Heights Districts. The City of Vancouver's capital investments in multi-modal access to the primary pathways and the City's significant contiguous land holdings provide an opportunity to maximize the viability, use and function of the Grand Loop, Civic Park & Retail, and the Neighborhood Park.



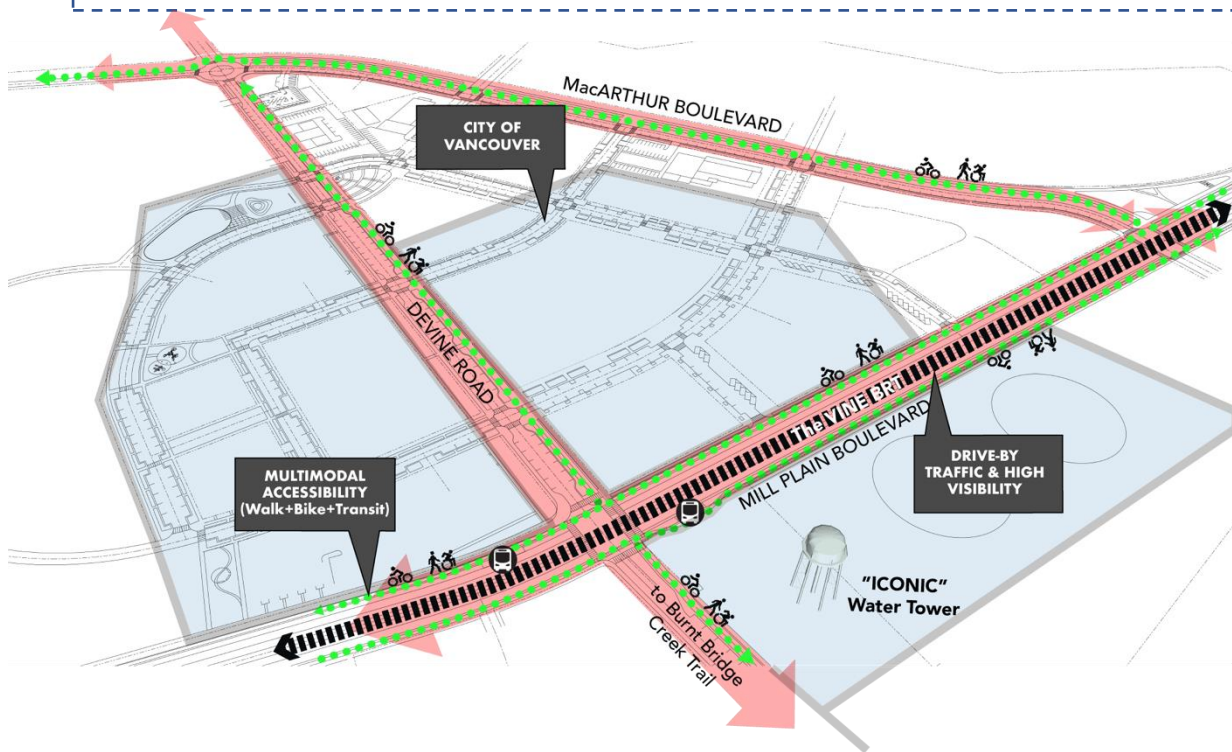
Well-traveled pathways and intersections within the Tower Mall Redevelopment Area provide needed access and visibility that promote redevelopment and consist of:

1. Mill Plain Boulevard- major east/west access for auto, transit, walking and biking into and out of the Heights District between Downtown and East Clark County.
2. MacArthur Boulevard- direct auto, walking and biking access to schools and neighborhoods to the south and east within the project area.
3. Divine Road- direct north/south auto, walking, and biking access into and out of the Heights District between neighborhoods, Mill Plain Boulevard and E. 18th Street.
4. The intersection of Mill Plain Boulevard and Divine Road, **represents the "front door" to the Tower Mall Redevelopment Area** defined by its prominence as the 'high point' overlooking the redevelopment area to the south, the proximity of the 'iconic' water tower, and the convergence of the "Vine" bus rapid transit (BRT).
5. At key intersections, "gateways" serve to connect the multimodal (walk and bike) "pathways" at MacArthur Boulevard (Greenbelt) and Divine Road (protected bikeway) with the "Grand Loop"

HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT A

KEY FACTORS TO PROMOTE REDEVELOPMENT PREDICTABILITY, AND CERTAINTY:

- *Where the City of Vancouver controls the land, it can have a more direct influence on future redevelopment and ensure the intent of the Heights District Plan is met.*
- *Locate retail directly accessible to daily drive-by traffic and visible from Mill Plain Boulevard and Divine Road*
- *Concentrate “street-oriented retail and commercial uses” within edge-to-edge storefronts and along a streetscape that promotes walking, biking, and public gathering— as is planned for Devine Road and the Grand Loop.*
- *Locate public use areas such as the civic plaza, park, and Grand Loop with active uses on all sides to support a safe and accessible environment and capture the value these amenities provide to surrounding development.*

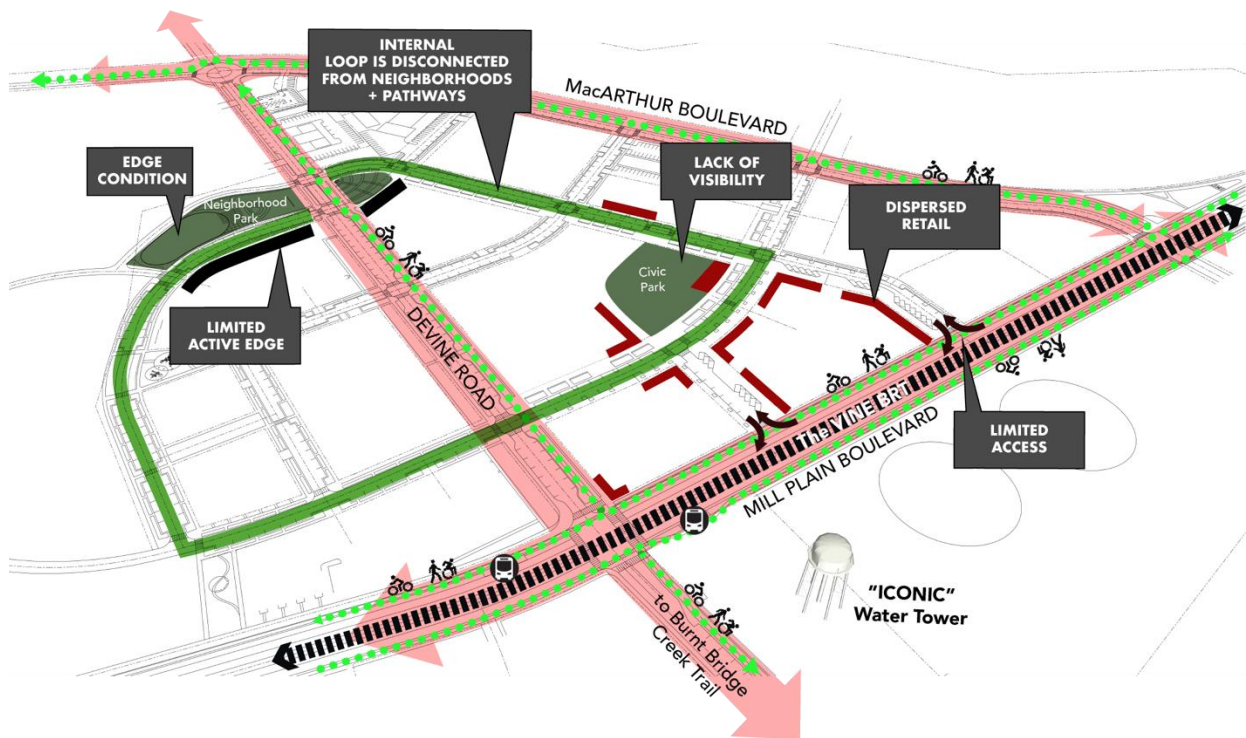


PREDICTABILITY + CERTAINTY FACTORS

Evaluation: An evaluation of the adopted Heights District Plan’s orientation and configuration of the Civic Park & Retail, Grand Loop, and the Neighborhood Park indicates that the nature of its “inward focus” may limit the predictability and certainty necessary to promote redevelopment and the use, function, and viability of these place-making elements. Findings of the evaluation include:

HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT A

1. Retail is dispersed along multiple street frontages. This dispersed pattern goes against “retail best practices” which would otherwise concentrate retail edge-to-edge on both sides of the street at an intersection, across a single block or over multiple continuous blocks.
2. Retail and the Civic Park are internal to the Tower Mall Redevelopment Area lacking visibility to drive-by traffic. This internal retail and Civic Park location goes against “retail and place-making best practices” which would orient retail and public use areas to adjacent drive-by traffic and visibility.
3. Retail and the Civic Park lacks direct access to drive-by traffic. This internal pattern goes against “retail and place-making best practices” which would provide direct access to drive-by traffic.
4. The internal location of the Grand Loop limits its use as it is not easily identifiable or well-connected to the major pathways (walk, bike, transit, and auto routes) that serve the Tower Mall Redevelopment Area.
5. The edge location of the Neighborhood Park limits its use as it turns a shoulder to Divine Road. Divine Road separates Neighborhood Park segments located on each side of the roadway making access unclear and creating crossing conflicts between auto traffic, pedestrians, and cyclists.
6. The edge location of the Neighborhood Park limits active uses to only one side of the park.



“INWARD FOCUS” LIMITS PREDICTABILITY + CERTAINTY

HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT A

Recommendations: In an effort to ensure a higher degree of certainty and predictability for the viability, use and function of the Grand Loop, Civic Park & Retail, and the Neighborhood Park while taking full advantage of the City's multi-modal capital investments in surrounding streets that serve future redevelopment, the Design team recommends modifications to the Heights District Plan.

1. *Civic Plaza and Retail*

Orient the Civic Park and Retail to Devine Road to:

- promote greater use of this public space amenity by making it more visible and accessible to the broader Heights District community.
- benefit from planned investments in walk, bike, auto access planned for Divine Road and the Mill Plain Boulevard bicycle, and bus rapid transit station improvements.
- ensure successful retail development supported by drive-by traffic visibility and access that will activate the Civic Park and establish Divine Road as a district "destination".

2. *Grand Loop*

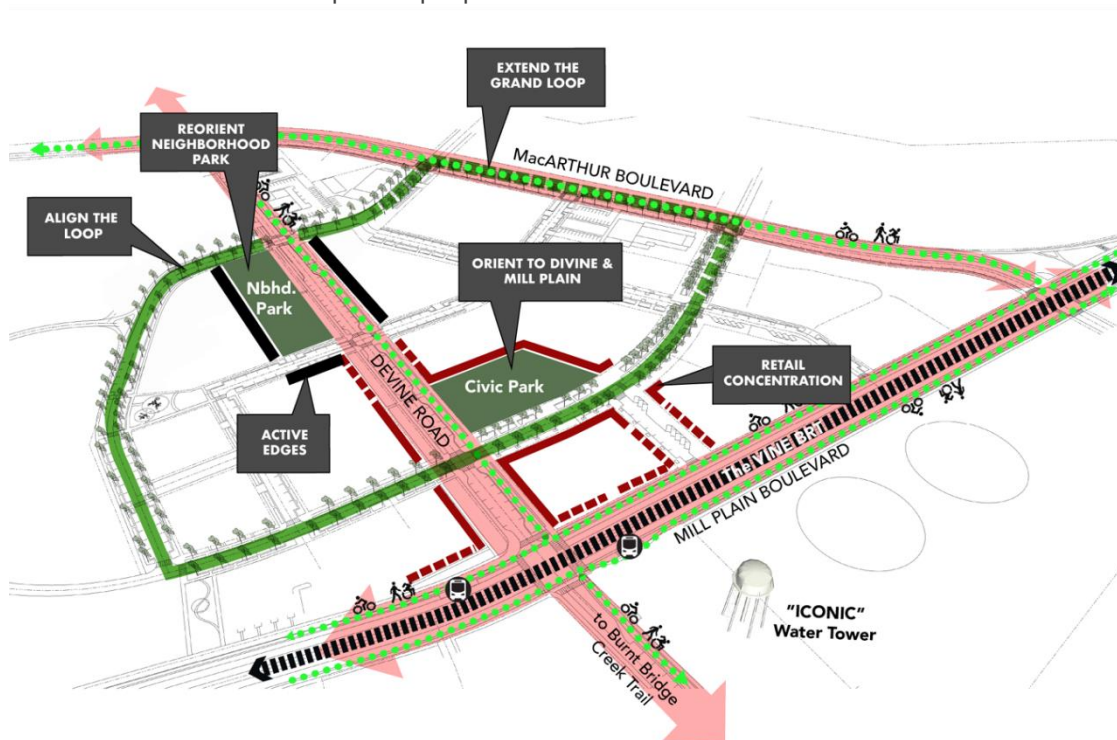
Align and extend the Grand Loop to:

- promote its identity and increased use by extending the Loop to the Greenbelt Park and planned walk and bike facilities along MacArthur Boulevard.
- reduce or eliminate conflicts between auto and pedestrian and cyclists crossing the street by aligning the intersection on the Loop's southern leg.

3. *Neighborhood Park*

Reorient the Neighborhood Park along Devine Road to:

- increase the Park's visibility, use, and function and a clear and identifiable "entry gateway" to the Grand Loop and Park.
- allow for active edge uses from future development to surround the park and increase the value of redevelopment properties.



“OUTWARD FOCUS” ENSURES PREDICTABILITY + CERTAINTY

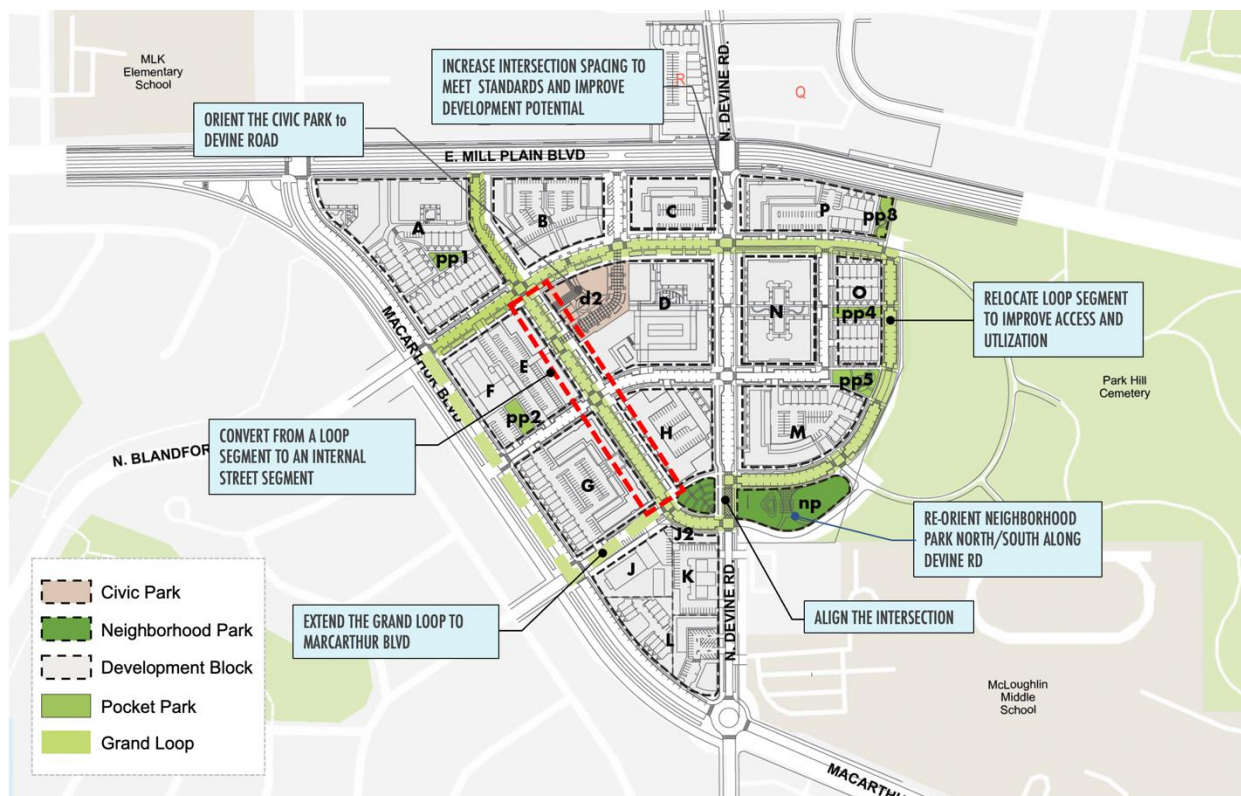
HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT B

Refinement of Streets and Development Parcels

Based on proposed changes to the location of the Civic Plaza and Neighborhood Park and the extension of the Grand Loop to MacArthur Boulevard, modifications to the Tower Mall Redevelopment Area (TMRA) internal streets' alignments and public use areas were brought forward as a refinement to the Heights District Plan. The base condition refinements provide for future cost savings with a reduction in the overall streets rights-of-way, an increase in the area for the Civic Plaza and Neighborhood Park, and a slight increase in development area.

Assessment: In addition to the plaza, park and Grand Loop modifications, further refinements are intended to address:

1. Intersection spacing concerns between the Mill Plain Boulevard and the Grand Loop along at Devine Road,
2. Safety concerns with the "off-set" intersection at Devine Road and the Neighborhood Park
3. A more efficient right-of-way alignment and improved access and active uses oriented to the Grand Loop east of Devine Road
4. Converting the adopted Plan's west segment of the Grand Loop to a standard internal street section



BASE CONDITION (Adopted Heights District Plan)

HEIGHTS DISTRICT IMPLEMENTATION UPDATE

EXHIBIT B

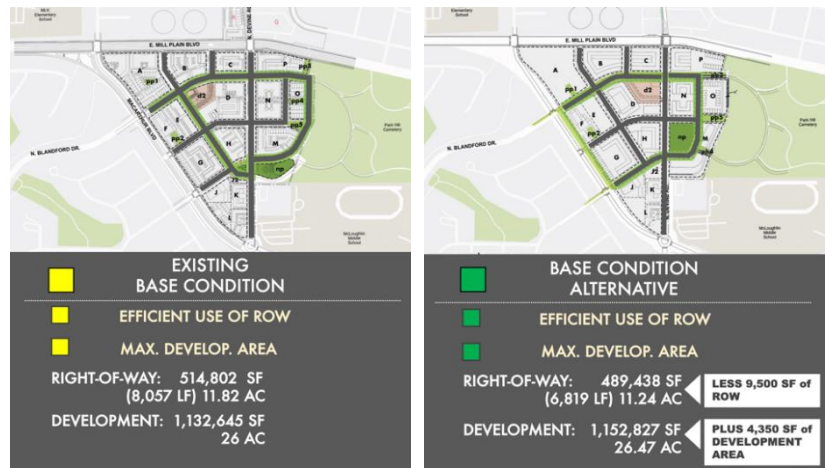
Evaluation: An evaluation of the adopted Heights District Plan's base condition for the TMRA internal streets and the base condition alternative indicates that a reduction in overall linear feet and size of the right-of-way, can improve access use and function of the internal streets while maintaining development potential envisioned in the adopted Plan. Findings of the evaluation include:

1. Right of Way and + Development Comparison

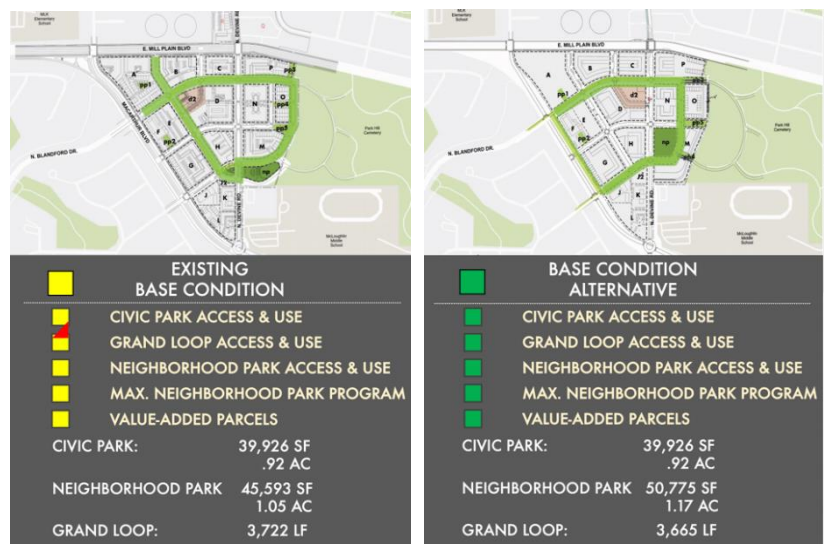
- A reduction of 1,238 linear feet of roadway east of Devine Road can be achieved that can potentially reduce infrastructure costs, while maintaining access to development blocks, and improving access and use of the Grand Loop with development located on both sides of the street.
- Development blocks along Mill Plain Boulevard benefit from increasing the intersection spacing by providing for a wider development area.

2. Public Use Areas + Value Added Comparison

- Locating the Civic Park to Devine Rd provides for a slightly larger plaza and improved use and function by being oriented to daily traffic and multi-modal improvements planned for Devine Rd
- Reorienting the Neighborhood Park allows for an increase in park size and situated so that development can surround it on all sides improving the park's use, function, and safety
- Extending the Grand Loop improves its visibility, use and function
- Park adjacent properties benefit from increased property value and taxable income to the City



RIGHT-OF-WAY + DEVELOPMENT COMPARISON

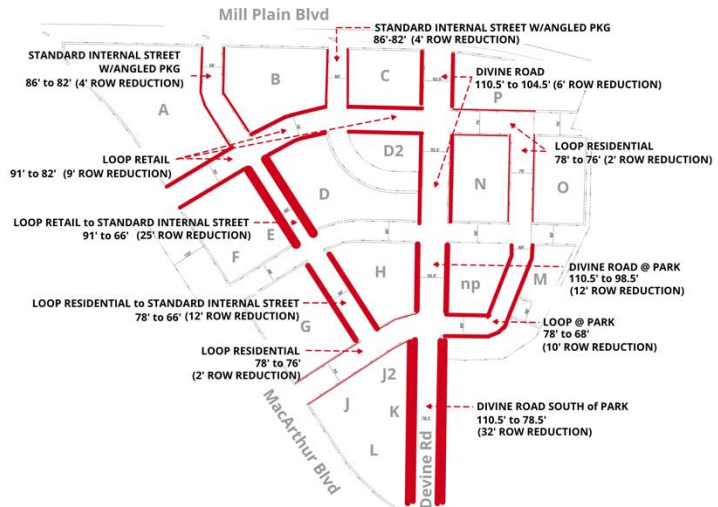


PUBLIC USE AREAS + VALUE-ADDED COMPARISON

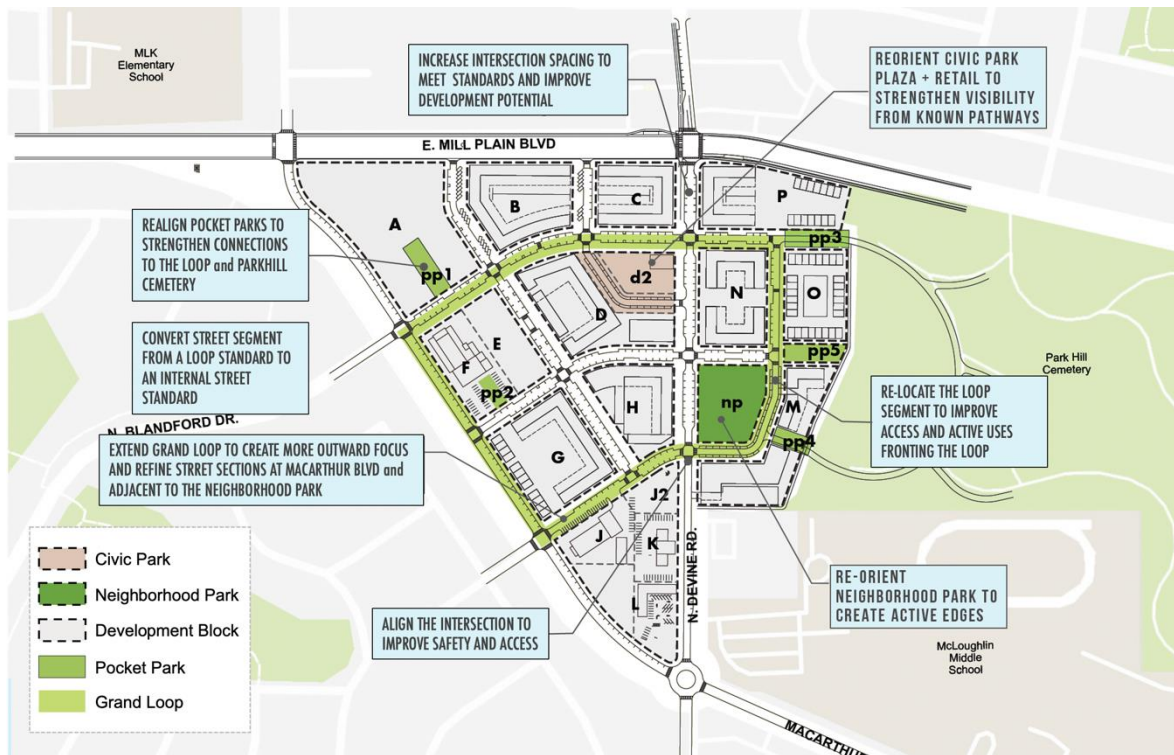
EXHIBIT B

Recommendation: The base condition alternative establishes a new base line for the creation of the 30% Design. It provides for future cost savings by reducing the overall streets rights-of-way, and increases the area for the Civic Plaza, Neighborhood Park and private development area while improving the use and function of the internal streets and public use areas.

1. Increase the intersection spacing between Mill Plain Boulevard and the Grand Loop at Devine Road to meet City standards and increase future private development area.
2. Improve the efficiency of the street grid by reducing the overall linear feet of roadway and provide some reductions in the width of the streets right-of-way that preserve the intent of the Heights District Plan's Street typologies and expand the use and function of the Grand Loop
3. Extend the Grand Loop to MacArthur Boulevard
4. Reorient and locate the Civic Park and Neighborhood Park at Devine Road
5. Realign pocket parks to strengthen connections to the Grand Loop and Parkhill Cemetery



RIGHT-OF-WAY REDUCTIONS



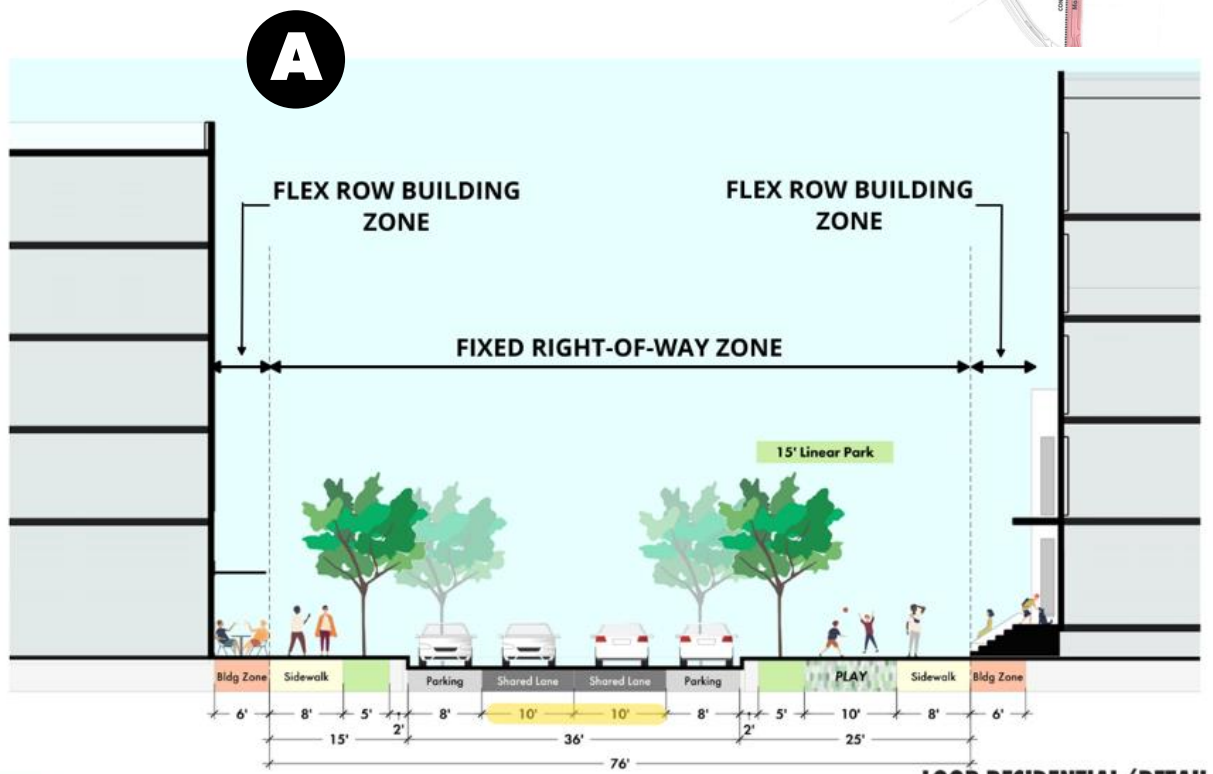
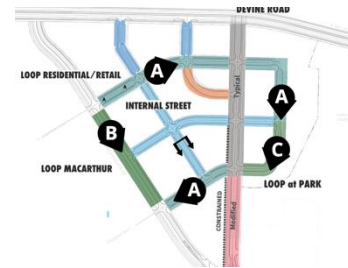
BASE CONDITION (Alternative for 30% Design)

HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT C

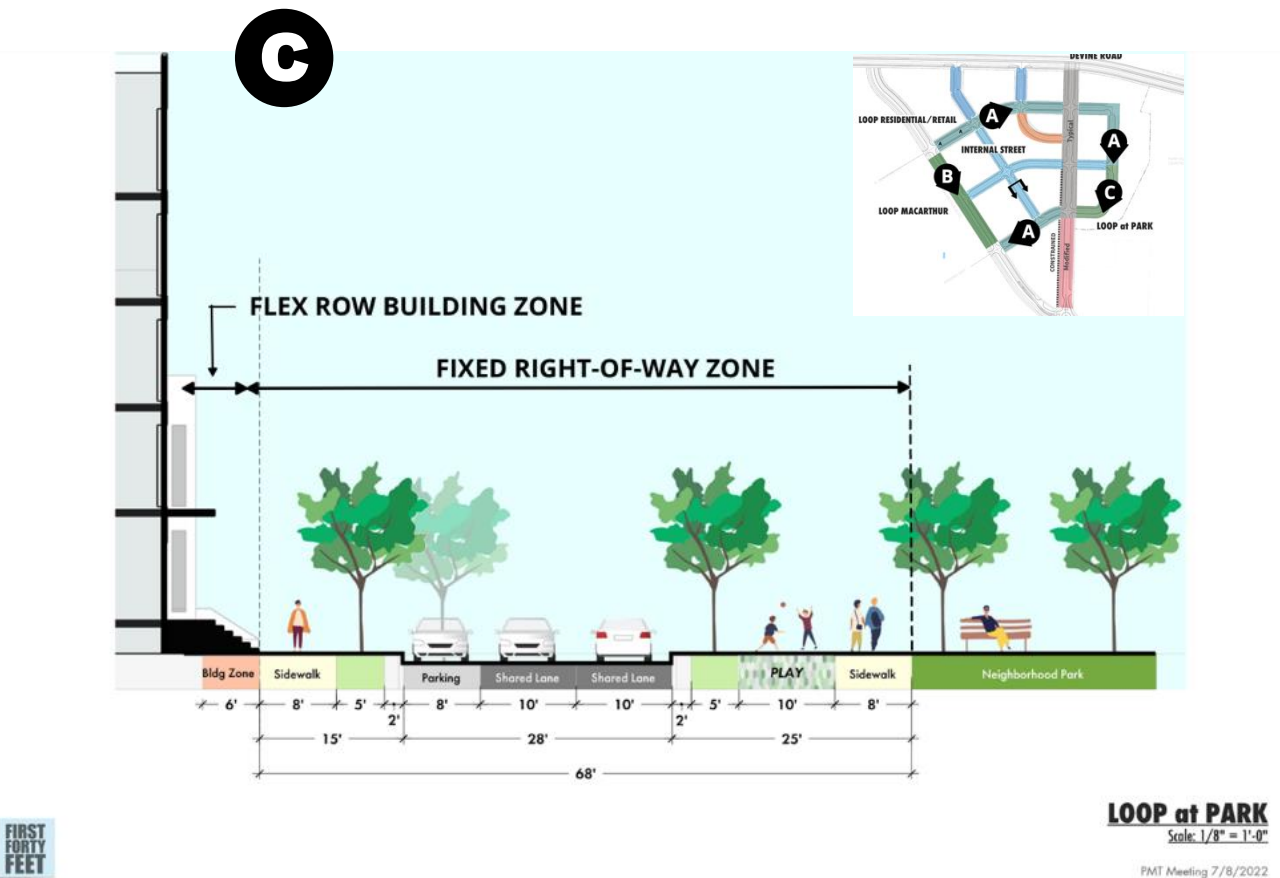
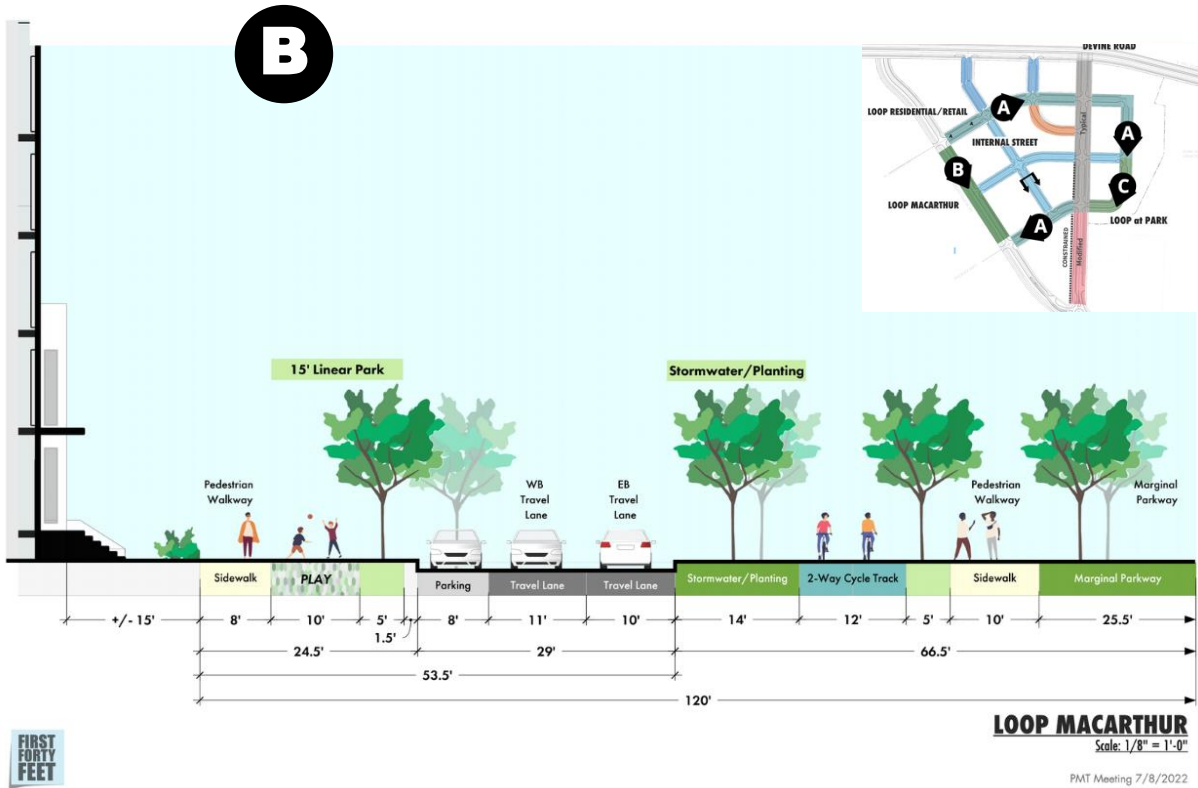
Grand Loop Refinement

The Heights District Plan includes a Grand Loop to provide for continuous multimodal circulation and serve as a linear park that weaves natural space throughout the District. Recommendations to extend the Grand Loop to MacArthur Boulevard and re-orient the Neighborhood Park require a refinement to the three unique segments to the Grand Loop. These refinements break street sections into two distinct zones that ensure that the “fixed” portions of the design of the roadway and streetscape are clearly defined and can be constructed before future development. Where future land uses are not known (for instance ground-floor residential versus retail uses), “flexible” standards can be developed unique to a specific ground-floor land use that can be constructed in conjunction with the “fixed” portion of roadway or in the future

- A. **Standard Loop Residential and Loop Retail Segment**—supports ground-floor retail or residential within the “flex” zone and incorporates in the “fixed” zone all roadway functions and streetscape elements including the “Linear Park”.
- B. **MacArthur Boulevard Loop Segment**—integrates the “Linear Park” along the north side of MacArthur Boulevard while maintain the existing 120’ ROW and including all roadway and Greenbelt elements of the adopted Plan’s MacArthur Boulevard Street section.
- C. **Neighborhood Park Loop Segment**—supports ground-floor residential uses within the “flex” zone and incorporates in the “fixed” zone all roadway functions and streetscape elements including the “Linear Park” adjacent to the Neighborhood Park.



HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT C

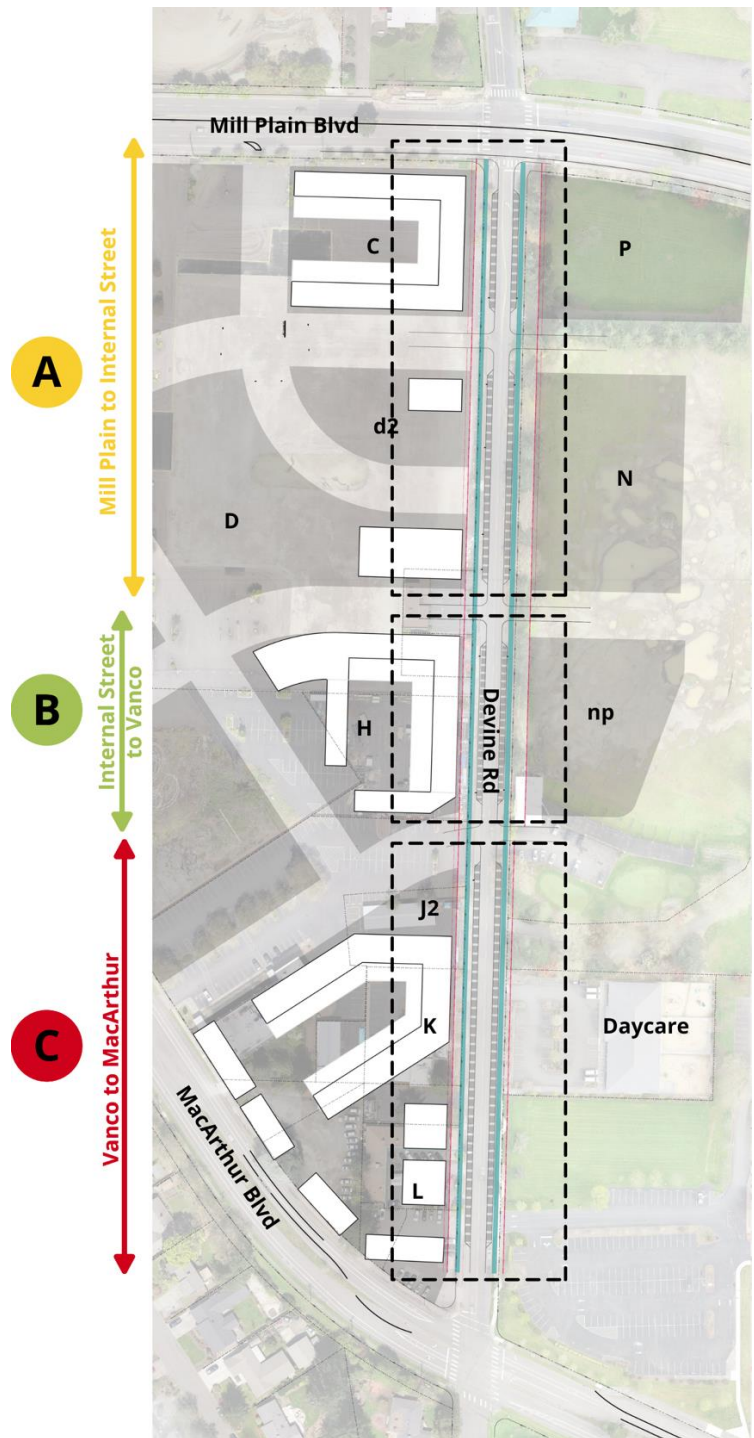


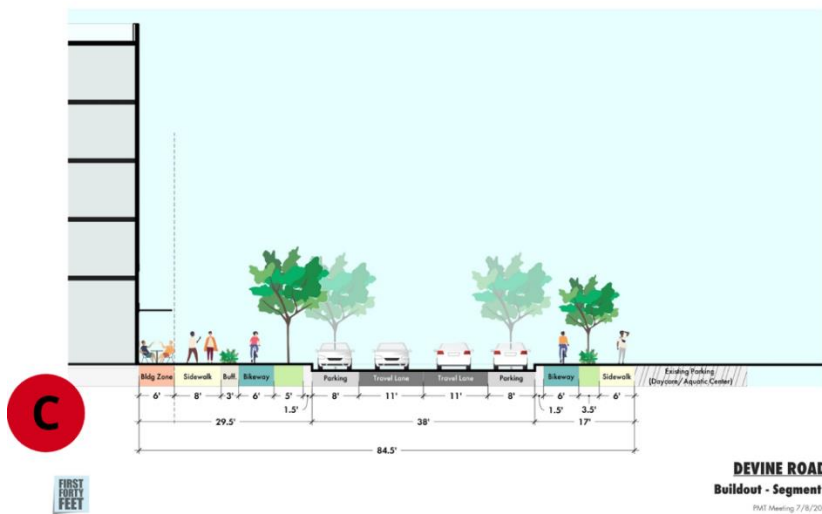
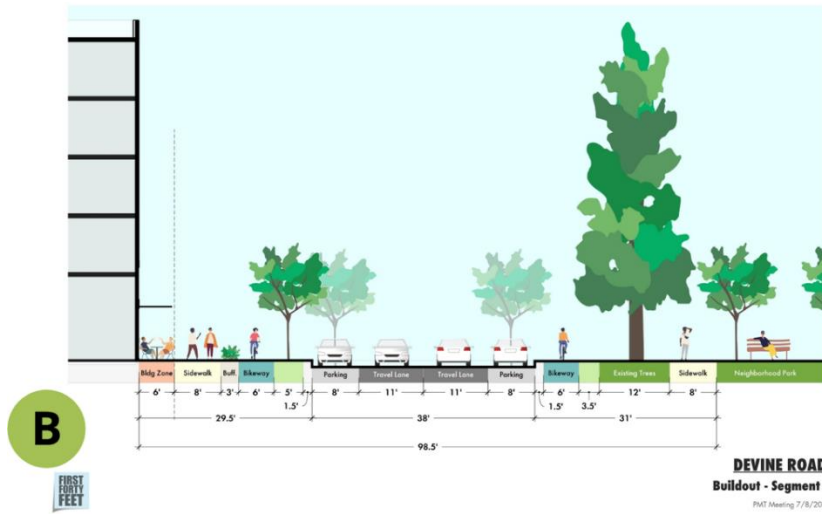
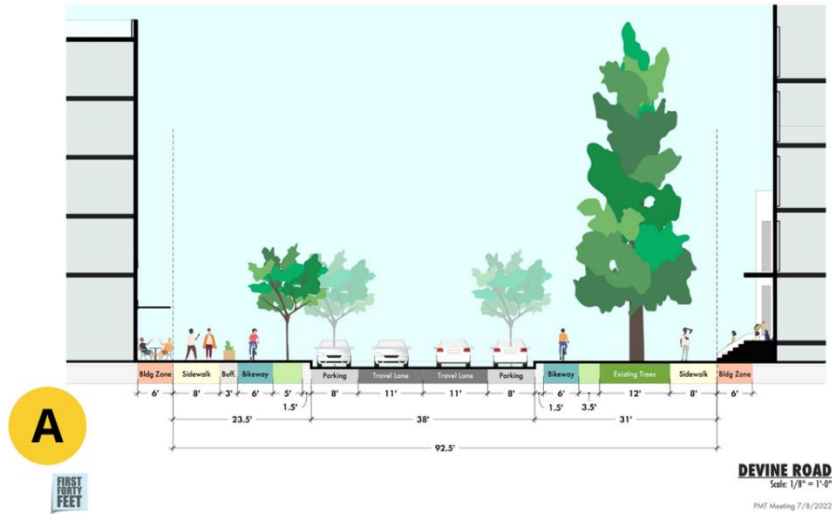
HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT D

Devine Road Refinement

Devine Road will serve as the spine of the Heights District. The street will establish a critical multimodal connection between the neighborhoods north and south of the District and provide access to many of the amenities within the District. Devine Road is envisioned as an active street that both highlights natural assets such as a mature tree line and neighborhood park and offers civic and retail options for neighborhood residents and visitors alike. The following sections represent full build-out of the district.

- A. **Mill Plain Boulevard to Internal Street Segment**— supports ground-floor retail or residential within the “flex” zone and incorporates in the “fixed” zone all roadway functions and streetscape elements including the existing “mature trees” and converts the bi-directional cycle track to a one-way cycle track on each side of the street
- B. **Internal Street to Vanco Segment**— supports ground-floor retail or residential uses within the “flex” zone and incorporates in the “fixed” zone all roadway functions and streetscape elements including the existing “mature trees” and converts the bi-directional cycle track to a one-way cycle track on each side of the street
- C. **Vanco to MacArthur Boulevard Segment**— This segment is modified due to existing property rights but still supports ground-floor retail or residential uses within the “flex” zone and incorporates in the “fixed” zone all roadway functions and streetscape elements and converts the bi-directional cycle track to a one-way cycle track on each side of the street. This segment also maintains the entrance to Parkhill Cemetery.





HEIGHTS DISTRICT IMPLEMENTATION UPDATE EXHIBIT E

MacArthur Boulevard Greenbelt

Overview

The Heights District Plan incorporates the transformation of MacArthur Boulevard into a signature multimodal corridor for Vancouver. The project comprises three unique segments that extend a greenbelt (enhanced walkway, landscaped buffer, and bi-directional cycle track) along the south side of the street east of Devine Road to Andresen Road. Between Andresen Road and Friedel Avenue the Greenbelt will transition to the north and east of Friedel Avenue the design will transition to a one-way buffered bike lanes each direction, new sidewalks, landscaped buffer, and a three-lane roadway section (middle lane is a dedicated median and turn lane).



Intersection Redesign

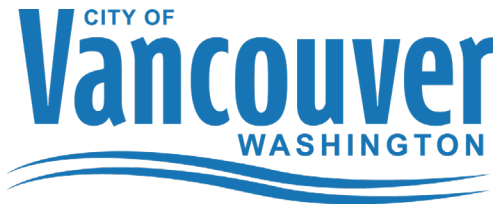
A critical part of the MacArthur project is the redesign of the primary intersections between Mill Plain and Leiser Road. The intersections slated for redesign are:

1. **Mill Plain Boulevard and MacArthur Boulevard**— Design will maintain existing travel lanes and turn lanes on each leg of the intersection (requires locating a dedicated right turn up to the intersection and replacing the dedicated right-turn slip lane at the southeast corner of the intersection at Mill Plain Boulevard and MacArthur Boulevard with a new sidewalk, off-street bikeway, and enhanced stormwater improvements in coordination with the City Public Works department. Pedestrian and bicycle crossing improvements will include separate and dedicated striping on all sides of the intersection.



2. **MacArthur Boulevard and Blandford Drive**— Design will add left turn lanes from Blandford Drive/Grand Loop onto MacArthur Boulevard.
3. **MacArthur Boulevard and Devine Road**—Design will include a single lane mini-round-a-bout, a transition median and diverter, with separate and dedicated striping for pedestrian and bicycle crossing improvements on all sides of the intersection.
4. **MacArthur Boulevard and Andresen Road**— Design will include a single lane mini-round-a-bout, a transition median and diverter, with separate and dedicated striping for pedestrian and bicycle crossing improvements on all sides of the intersection.
5. **MacArthur Boulevard and Lieser Road**— Design will include a single lane mini-round-a-bout or realigned signal controlled four-way stop. A preferred design decision is in process.

In addition to the specific redesigns planned for the above intersections, 2-way stop control will be installed at intersections along MacArthur and Devine in the Heights District.



Memorandum

DATE: November 19, 2022

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

RE: Temporary use text clean-up changes under VMC 20.885

CC: Eric Holmes, City Manager

The following is provided as background in response to Council questions at the November 14, 2022 workshop. Citywide, approximately 15 to 20 temporary use applications are received annually for uses such as sales offices/model homes, temporary modulars, special events and Christmas tree lots. VMC 20.885 as currently written provides for four different types including: seasonal or special events, unforeseen/emergency situations, temporary sales office/model home and temporary use in commercial and industrial zones. Current language contains examples of the various temporary uses as well as separate approval criteria for each type. City staff drafted proposed changes in 2022 to eliminate redundancies and clarify what uses are and are not subject to the standards. Standards from nearby cities were also reviewed as part of the process.

Recommended changes

- Move some uses which currently require a temporary use permit to the exempt category.

Seasonal uses consisting of *Christmas tree lots* and the *storage of equipment during construction of roads or development or job trailer associated with an active land use permit* have been moved to the exempt category. Most other jurisdictions researched by staff do not require a temporary use for seasonal uses such as Christmas tree lots. Only one Christmas tree lot has submitted an application for a temporary use in Vancouver in the past two years. The new language regarding seasonal events that utilize tents or canopies has been added to ensure that the required fire department permits/inspections occur. The removal of the storage of equipment during construction has been moved to the exempt section based upon the fact they are tied to the construction and are removed once the project is completed. A statement has been added stating that the exempt uses still need to comply with other substantive requirements of the temporary use section such as the 30-day requirement for seasonal uses.

The temporary sales office/model home use has been moved to the exempt section since they are already reviewed through the building permit process and requiring a temporary use permit is redundant.

- Simplify the list of temporary uses

The current code lists examples under the seasonal or special events and the unforeseen/emergency situations temporary use sections. The staff proposal is to remove the examples and to provide more specificity in the temporary use type heading. For example, the seasonal and special events and fund-raising events temporary use is narrowed to events which involve the placement of tents and canopies since these require a permits/inspections by the fire department. Additionally, the examples of temporary uses provided are often times seen as the only temporary uses allowed under the different temporary use types as opposed to allowing other activities that might not be listed.

- Consolidate the approval criteria into one section rather than keeping the four redundant sections.

The current code lists separate approval criteria for each of the temporary use types. Most of the criteria is the same and consolidating the approval criteria into one list simplifies the code section and eliminates the redundancies.

Issues raised during the Council workshop

- Temporary uses and the underlying zoning district

A question was raised regarding the removal of the temporary use examples and the second approval criteria which states that the temporary uses can be approved if the use is permitted in the underlying zoning district or within the approved event site. As stated at the workshop, this approval criterion appears to be in conflict with the purpose statement indicating that the City has the ability to allow seasonal or transient uses not otherwise permitted. Staff agrees that these two statements are in conflict and recommends that the second approval criteria in 20.885.050.A.2 which states that *the use is permitted in the underlying zoning district or within the approved event site* be removed. Incidentally, the approval criteria language staff is recommending to be struck from the code change is currently in the existing code in the approval criteria for seasonal and special events (20.885.050.A.2)

- Duration of temporary uses

The proposed language does not change the overall existing limit of temporary uses being allowed for up to one year, with options for renewal for an additional two years. Additionally, the language regarding the 30-day limit per calendar year for seasonal or special events has not been changed but has been moved to the approval criteria.

Additional change

The first page of the Temporary Uses section contains the purpose statement in 20.885.010. Staff noticed that a duplicate purpose statement is located at the bottom of the page, and recommends it be removed.

Chapter 20.885

TEMPORARY USES

Changes recommended by the Planning Commission in yellow

Additional changes identified by staff following 11/14/22 Council workshop in light blue

Sections:

20.885.010	Purpose.
20.885.020	Types of Temporary Uses.
20.885.030	Approval Process.
20.885.040	Submission Requirements.
20.885.050	Approval Criteria.

20.885.010 Purpose.

A. *General.* The purpose of this Chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring 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. ~~establish standards for the approval of three types of temporary use:~~

- ~~1. Use that is seasonal or directed toward a special event;~~
- ~~2. Use which is occasioned by an unforeseen event; and~~
- ~~3. Sales offices and model homes in conjunction with the sale of homes.~~

B. *Respect for base zoning districts.* It is not the intent of this Chapter to provide a means to circumvent the strict application of the permitted uses in the base zoning districts. Time limits are to be strictly enforced.

C. *Location.* C. Location. All temporary uses addressed in this section shall be located ~~on private property, not in~~ outside of the public right-of-way. (Ord. M-3643, 01/26/2004)

~~It is the purpose of this chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring 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.~~

20.885.020 Types of Temporary Uses.

A. *Seasonal or special events.* This type of temporary use includes seasonal or special events which involve the placement of tents, canopies, membrane structures or storage containers. Examples of this type of temporary use include:

1. Use associated with the celebration of a specific holiday such as the sale of Christmas trees. Fireworks stands require a permit from the Fire Marshall, but do not require temporary use approval pursuant to this chapter.
2. Use associated with the sale of fresh fruits, produce and flowers;
3. Use associated with festivals, grand openings or celebrations;
4. Seasonal activities such as the sale of food at sports events or activities;
5. Use associated with construction such as the storage of equipment during the construction of roads or development, but not a temporary sales office or model home as provided in subsection C below; and
6. Temporary fund-raising and other civic activities in commercial zoning districts.

B. *Unforeseen/emergency situations.* This type of temporary use is one for which there is a need because of an unforeseen event such as fire, windstorm or flood or other event deemed by the Planning Official to be an emergency situation. The uses listed are allowed only with approval from the planning official. Examples of this type of temporary use include:

1. A mobile home, recreational vehicle or other temporary structure for a residential purpose in a residential zone;

2. A mobile office or other temporary structure for a business purpose in a commercial or industrial zone; and

3. Use of an existing legally established dwelling during the construction period of a new residence on the same lot.

C. *Temporary sales office/model home.* This type of use includes a temporary sales office or offices either in a housing unit or in another temporary building for the purpose of facilitating the sale of real property in any subdivision or planned development within this city. Related to this is the use of one unit in a subdivision or planned development as "model home" for purposes of showing prospective buyers.

D.C. *Temporary use in commercial and industrial zones.* This type of temporary use includes a temporary trailer or prefabricated building for use on any real within commercial or industrial zoned property within the city as a temporary commercial or industrial office or space associated with the primary use on the property.

E. *Exemption.* The regulations in this chapter shall not apply to garage sales conducted in private homes subject to the following criteria:

1. Sales last no longer than 3 days; and

2. Sales are held no more than twice in a calendar year; and

3. Sales are conducted on the owner's property. Multiple-family sales are permitted if they are held on the property of one of the participants.

4. Signs shall be subject to VMC [20.960](#) Signs and must be removed within 24 hours upon completion of the sale. (Ord. M-3701 § 27, 05/02/2005; Ord. M-3643, 01/26/2004)

D. The Planning Official may authorize a temporary use permit for a use not specifically listed above.

E. Exemptions. The following activities are exempt from the requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise:

1. Garage sale and yard sale lasting no longer than 2 days;

2. Christmas tree lots;

3. Temporary sales office or model home either in a housing unit or in another temporary building for the purpose of facilitating the sale of homes to prospective buyers in any subdivision or planned development within this city under a permit issued by the building department;
4. Storage of equipment during the construction of roads or development or job trailer associated with an active land use and or building permit

20.885.030 Approval Process.

A. *Procedure type.* Approval of various temporary uses shall be processed as follows:

1. Seasonal or special event by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(A) VMC;
2. Unforeseen/emergency situations by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(B) VMC;
3. Temporary sales office/model home by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(C) VMC; and
4. Temporary building in commercial and industrial zones by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(D) VMC.

Decision-making process. Temporary Uses shall be reviewed by means of a Type I procedure unless waived by the Planning Official.

B. *Effective period.* An approval for a temporary use by the Planning Official shall be effective for a period of not more than one year unless otherwise stipulated by the approval or renewed pursuant to Section [20.885.030\(D\)](#) Renewal of approval.

C. *Lapsing of approval.* An approval for the temporary use by the Planning Official shall lapse if:

1. Substantial construction of the approved plan or onset of the approved activity has not begun within the approval period; or

2. Construction or activity on the site is a departure from the approved plan; or
3. The temporary use does not comply with approval criteria in [20.885.050](#).

D. *Renewal of approval.*

1. *General.* ~~With the exception of Subsection 2 below, a~~ temporary use approval may be renewed no more than twice by the Planning Official for a period not to exceed one year each. The request for an extension shall be processed by means of a Type I procedure, as governed by VMC [20.210.040](#).

~~2. *Renewal of temporary residential sales office/model homes.* A permit for temporary sales offices and model homes may be renewed on an annual basis by means of a Type I procedure.~~ (Ord. M-3959 § 39, 07/19/2010; Ord. M-3922, § 39, 07/06/2009; Ord. M-3643, 01/26/2004)

20.885.040 Submission Requirements.

A. *General submission requirements.* The applicant for a temporary use shall submit the following information:

1. Application form (~~including property owner's signature~~) provided by the Planning Official for a Type I procedure.
2. Site plan drawn to scale that illustrates the proposed temporary use in relationship to other improvements on the site and showing how such use is in compliance with applicable development standards (setbacks, lot coverage, etc.).
3. Narrative that provides the information necessary to determine compliance with the relevant approval criteria contained in VMC [20.885.050](#) below.

B. *Emergency situations.* The Planning Official may waive any of the requirements in this Chapter for cases that involve destruction of an existing structure due to fire, natural causes or other circumstances that are beyond the control of the applicant. An emergency as allowed by this subsection shall not include failure by the applicant to submit a temporary use request as provided in this Chapter. (Ord. M-3643, 01/26/2004)

20.885.050 Approval Criteria.

A. *Seasonal and special events.* The planning official shall approve, or approve with conditions or deny a request for temporary use permit approval of a seasonal or special events use subject to compliance if the application satisfies with all of the following criteria:

1. The event occurs for no longer than 30 days in a calendar year on the approved event site;
2. The event is permitted in the underlying zoning district or within the approved event site;
3. The applicant has proof of the property owner's permission to place the event on his/her property;
4. There will be no parking utilized by the customers and employees of the temporary event which is needed by the property owner to meet his/her minimum parking requirements, as governed by VMC [20.945.070](#), Parking and Loading;
5. The event will not interfere with adequate vision clearance, as governed by Chapter [20.985](#) VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;
6. Conditions as may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and
7. Adequate provisions for trash disposal and sanitary facilities shall be provided.

B. *Unforeseen/emergency situations.* The planning official shall approve, approve with conditions or deny a request for approval of an unforeseen/emergency situation(s) subject to compliance with of all of the following criteria:

1. The need for the use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements of a pre-existing structure or facility previously occupied by the applicant on the premises for which the permit is sought;
2. There exists adequate and safe vehicular ingress and egress when combined with the other uses of the property, as required by Chapter [20.985](#) VMC, Vision Clearance;

3. There exists adequate parking for the temporary use as required by VMC [20.945.070](#),
Off-Street Parking;

4. The use will pose no hazard to pedestrians in the area of the use;

5. The use will not create adverse off-site impacts including noise, odors, vibrations, glare
or lights which will affect adjoining use, as governed by Chapter [20.935](#) VMC, Off-Site
Impacts;

6. The use can be adequately served by sewer or septic system and water, if applicable;
and

7. The length of time that the temporary building will be used is the maximum needed to
address the hardship but no longer than one year. With the exception that a temporary use
approval may be renewed once by the planning official for a period not to exceed one year
as per VMC [20.885.030\(D\)](#), Renewal of approval.

C. *Temporary sales office or model home.* The planning official may approve, approve with
conditions or deny the use of any real property within the city as a temporary sales office,
offices for the purpose of facilitating the sale of real property, or model home in any
subdivision or planned development within this city, but for no other purpose provided that the
applicant demonstrates compliance with the following criteria:

1. Temporary sales office.

a. The temporary sales office shall be located within the boundaries of the subdivision
or planned development in which the real property is to be sold; and

b. The property to be used for a temporary sales office shall not be permanently
improved for that purpose.

2. Model house.

a. The model house shall be located within the boundaries of the subdivision or
planned development where the real property to be sold is situated;

b. The property to be used for a model house shall be a permanently designed
dwelling structure; and

c. Applicant must sign a Memorandum Of Understanding to be prepared by the planning official stating the model home will have approved access and can be adequately served by public water and sewer on the parent parcel. Only one model home per parent parcel is allowed.

D. *Temporary building in a commercial or industrial zone.* The planning official may approve, approve with conditions or deny a temporary trailer or prefabricated building for use on any real commercial or industrial property within the city as a temporary commercial or industrial office or space associated with the primary use on the property, but for no other purpose, providing that the applicant demonstrates compliance with the following criteria:

1. The temporary structure shall be located within the boundaries of the parcel of land on which it is located;
2. The property to be used for a temporary structure shall already be developed;
3. There exists adequate and safe ingress and egress when combined with the other uses of the property; as required by Chapter [20.985](#) VMC, Vision Clearance;
4. There exists adequate parking for the customers or users of the temporary use as required by Chapter [20.945](#) VMC, Off-Street Parking;
5. The use will pose no hazard to pedestrians in the area of the use;
6. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter [20.935](#) VMC, Off-Site Impacts;
7. The use can adequately be served by sewer or septic system and water, if applicable; and
8. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the Planning Official for a period not to exceed one year as per VMC [20.885.030\(D\)](#), Renewal of approval. (Ord. M-3922 § 40, 07/06/2009; Ord. M-3701 § 28, 05/02/2005; Ord. M-3643, 01/26/2004)

1. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the immediate vicinity;

- ~~1. The use is permitted in the underlying zoning district or within the approved event site;~~
2. The applicant has proof of the property owner's permission to place the temporary use on the property;
3. There will be no parking utilized by the customers and employees of the temporary use which is needed by the property owner to meet the minimum parking requirements, as governed by VMC [20.945.070](#), Parking and Loading;
4. The temporary use will not interfere with adequate vision clearance, as governed by Chapter [20.985](#) VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;
5. Conditions may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and
6. Adequate provisions for trash disposal and sanitary facilities shall be provided.
7. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter [20.935](#) VMC, Off-Site Impacts;
8. The use can adequately be served by sewer or septic system and water, if applicable.
9. For seasonal and special events, the event occurs for no longer than 30 days in a calendar year on the approved event site;



Staff Report: 187-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT Continued use of C-101074: Sourcewell Contract 093021-ELG for the purchase of goods and services for Elgin Street sweepers

Key Points

- The City contracts with Owen Equipment through Sourcewell Contract 093021-ELG for purchasing of goods and services for Elgin street sweepers.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The City has ongoing equipment repairs and replacement needs.
- The contract is set to expire November 16th, 2025.
- The original contract was competitively bid and conforms to the bidding requirements set forth by Sourcewell and the City of Vancouver.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific NW

Present Situation

The oldest street sweeper in Storm Water's fleet is due for replacement and they want to replace it with the same model of sweeper. This contract also provides price discounts for goods and services needed for maintenance and repairs. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. The equipment purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational

needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order the required replacement equipment while taking advantage of the contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under C-101074: Sourcewell 093021-ELG for the life of the contract with Owen Equipment up to the current authorized budget.

Dan Zenger, Fleet Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Contract

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

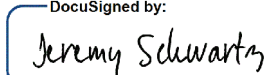
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

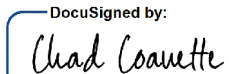
Elgin Sweeper Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:

By: 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: Elgin Sweeper Co.

Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal signal

Address: 1300 W Bartlett Rd
Elgin, IL 60120

Contact: David Panizzi

Email: dpanizzi@elginsweeper.com

Phone: 847-622-7153 402385

HST#: 36-2351764

Submission Details

Created On: Monday September 13, 2021 13:04:04

Submitted On: Wednesday September 29, 2021 16:49:19

Submitted By: David Panizzi

Email: dpanizzi@elginsweeper.com

Transaction #: cd6ff737-3555-439f-821b-fc3b047a5759

Submitter's IP Address: 50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co. has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMS, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that is now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	☒ Yes ☐ No	Eight different models with optional variations for specific sweeping applications.
71	Runway sweeping and cleaning equipment	☒ Yes ☐ No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.
72	Litter, trash, and debris vacuums	☒ Yes ☐ No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	☐ Yes ☒ No	Service parts are not offered.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
 - [Financial Strength and Stability](#) - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
 - [Marketing Plan/Samples](#) - 2021 Elgin Facebook - Sourcwell.pdf - Friday September 24, 2021 13:26:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
 - [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
 - [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcwell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☒	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☒	2



Staff Report: 188-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT OPEIU, AFSCME and JLC 2022 Market Study Implementation

Key Points

- Upward salary range adjustments made to bring classifications lagging in the market to the market average
- Classification titles changed to create more uniformity and consistency
- Reflects new classifications added as a part of the 2023/2024 Biennial Budget Process

Strategic Plan Alignment

N/A

Present Situation

The City conducted a full compensation study for all classifications related to OPEIU, AFSCME and JLC employee groups. The study compares the City's salaries for each classification to the relevant market, which is comprised of comparable public agencies located in Washington, Oregon and the Greater Portland Metropolitan area. Through market data analysis and the use of professional judgement, classifications lagging in the market are adjusted upwards in the salary table into a salary range that brings it within the market average. The study also serves to identify areas for improvement in the City's administration of its compensation and classification practices, which resulted in creating more uniformity in the naming of the classification titles.

Advantage(s)

1. Ensure the City's salaries are competitive with the relevant market
2. Ensure the City's pay practices are equitable and aligned with best practice
3. Improve the City's ability to attract and retain talent
4. Provide City employees with a prevailing wage

Disadvantage(s)

None

Budget Impact

The City of Vancouver Biennial Budget contains funding for the increases included in the collective bargaining agreement with the OPEIU, AFSCME and JLC. Based on where inflationary increases are during 2023-2024, the relevant budget will be included in both the City's six-year forecast and in the 2023-2024 Biennial Budget.

Prior Council Review

Council review of 2023-2024 Biennial Budget

Action Requested

Authorize the City Manager or designee to enter into memorandums of understanding with the OPEIU, AFSCME and JLC bargaining units relative to the implementation of the results of the 2022 compensation study for the applicable classifications in the respective collective bargaining groups.

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

ATTACHMENTS:

- ▣ Staff Report
- ▣ AFSCME 2023 Salary Schedule with market study changes
- ▣ JLC 2023 Salary Schedule with market study changes
- ▣ OPEIU 2023 Salary Schedule with market study changes

STAFF REPORT NO.

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 11/07/2022
 11/28/2022

Subject: Implementation of the 2022 Compensation Study for all classifications contained in the Office and Professional Employees International, Local 11, AFL-CIO (OPEIU), American Federation of State, City and Municipal Employees, Local 307VC, AFL-CIO (AFSCME) and Joint Labor Coalition consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers & Steamfitters and Local #290 (JLC) collective bargaining groups.

Key Points:

- Upward salary range adjustments made to bring classifications lagging in the market to the market average
- Classification titles changed to create more uniformity and consistency
- Reflects new classifications added as a part of the 2023/2024 Biennial Budget Process

Strategic Plan Alignment: N/A

Present Situation: The City conducted a full compensation study for all classifications related to OPEIU, AFSCME and JLC employee groups. The study compares the City's salaries for each classification to the relevant market, which is comprised of comparable public agencies located in Washington, Oregon and the Greater Portland Metropolitan area. Through market data analysis and the use of professional judgement, classifications lagging in the market are adjusted upwards in the salary table into a salary range that brings it within the market average. The study also serves to identify areas for improvement in the City's administration of its compensation and classification practices, which resulted in creating more uniformity in the naming of the classification titles.

Advantage(s):

1. Ensure the City's salaries are competitive with the relevant market
2. Ensure the City's pay practices are equitable and aligned with best practice
3. Improve the City's ability to attract and retain talent
4. Provide City employees with a prevailing wage

Disadvantage(s):

1. None

Budget Impact: The City of Vancouver Biennial Budget contains funding for the increases included in the collective bargaining agreement with the OPEIU, AFSCME and JLC. Based on where inflationary increases are during 2023-2024, the relevant budget will be included in both the City's six-year forecast and in the 2023-2024 Biennial Budget.

Prior Council Review: Council review of 2023-2024 Biennial Budget

Action Requested:

1. Authorize the City Manager or designee to enter into memorandums of understanding with the OPEIU, AFSCME and JLC bargaining units relative to the implementation of the results of the 2022 compensation study for the applicable classifications in the respective collective bargaining groups.

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

Attachments:

- 2023 Salary Schedule for OPIEU
- 2023 Salary Schedule for AFSCME
- 2023 Salary Schedule for JLC



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

AFSCME 2023 Pay Ranges				
Range Number	Step 1	Step 2	Step 3	Step 4
1	\$ 3,301	\$ 3,417	\$ 3,537	\$ 3,662
2	\$ 3,385	\$ 3,504	\$ 3,625	\$ 3,752
3	\$ 3,468	\$ 3,591	\$ 3,717	\$ 3,847
Recreation Coordinator A				
4	\$ 3,556	\$ 3,680	\$ 3,808	\$ 3,942
5	\$ 3,643	\$ 3,771	\$ 3,904	\$ 4,040
6	\$ 3,736	\$ 3,867	\$ 4,001	\$ 4,143
Warehouse Worker Recreation Specialist				
7	\$ 3,829	\$ 3,963	\$ 4,102	\$ 4,244
8	\$ 3,925	\$ 4,061	\$ 4,205	\$ 4,351
9	\$ 4,023	\$ 4,164	\$ 4,310	\$ 4,460
Warehouse Technician Legal Secretary				
10	\$ 4,123	\$ 4,267	\$ 4,416	\$ 4,572
Maintenance Worker I Maintenance Worker				
11	\$ 4,227	\$ 4,374	\$ 4,526	\$ 4,684
12	\$ 4,333	\$ 4,484	\$ 4,640	\$ 4,802
Facilities Maintenance Specialist I Facilities Maintenance Specialist Legal Secretary				
13	\$ 4,440	\$ 4,596	\$ 4,757	\$ 4,923
Maintenance Worker II				

Senior Maintenance Worker Warehouse Technician Recreation Specialist B Utility Locator				
14	\$ 4,551	\$ 4,709	\$ 4,876	\$ 5,045
Street Light Technician I				
15	\$ 4,664	\$ 4,829	\$ 4,996	\$ 5,171
Senior Recreation Specialist				
16	\$ 4,781	\$ 4,949	\$ 5,122	\$ 5,301
Water Quality Assistant Water System Operator				
17	\$ 4,903	\$ 5,073	\$ 5,251	\$ 5,435
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Senior Grounds Maintenance Specialist Warehouse Specialist Street Light Technician				
18	\$ 5,024	\$ 5,201	\$ 5,382	\$ 5,569
Building Repair Specialist Facilities Maintenance Specialist II Senior Facilities Maintenance Specialist Water System Operator				
19	\$ 5,150	\$ 5,329	\$ 5,514	\$ 5,710
Administrative Assistant Lead Maintenance Worker Lead Utility Locator Legal Assistant Program Coordinator (Law) Utility Maintenance Mechanic Utility Specialist Water Quality Technician				
20	\$ 5,277	\$ 5,462	\$ 5,654	\$ 5,851
Street Light Technician II				

21	\$ 5,410	\$ 5,599	\$ 5,795	\$ 5,999
Paralegal Rehabilitation Specialist <i>Housing Rehabilitation Specialist</i> <i>Environmental Inspector</i> Program Coordinator (Law)				
22	\$ 5,545	\$ 5,739	\$ 5,942	\$ 6,146
Water Treatment Plant Operator <i>Utility Locate Coordinator</i>				
23	\$ 5,684	\$ 5,884	\$ 6,088	\$ 6,301
Recreation Coordinator C <i>Recreation Coordinator</i> <i>Traffic Signal Technician</i> <i>Senior Street Light Technician</i>				
24	\$ 5,827	\$ 6,030	\$ 6,241	\$ 6,459
Water Quality Coordinator <i>Paralegal</i>				
25	\$ 5,970	\$ 6,182	\$ 6,397	\$ 6,622
Investigator <i>Legal Investigator</i> Recreation Coordinator D <i>Senior Recreation Coordinator</i>				
26	\$ 6,121	\$ 6,336	\$ 6,556	\$ 6,786
Lead Water Treatment Plant Operator <i>Lead Water Production Operator</i>				
27	\$ 6,275	\$ 6,494	\$ 6,722	\$ 6,956
Electrician Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician <i>Traffic Signal & Street Light Technician</i> Utility Electrician				
28	\$ 6,430	\$ 6,656	\$ 6,888	\$ 7,128

Facilities Maintenance Specialist Lead

Lead Facilities Maintenance Specialist

SCADA Technician

29	\$ 6,590	\$ 6,821	\$ 7,061	\$ 7,308
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Warehouse Supervisor

Traffic Signal Specialist

30	\$ 6,757	\$ 6,993	\$ 7,237	\$ 7,492
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Public Works Supervisor

31	\$ 6,926	\$ 7,168	\$ 7,418	\$ 7,677
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Warehouse Supervisor

32	\$ 7,099	\$ 7,347	\$ 7,604	\$ 7,870
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Water Production Supervisor

Step 5	Step 6	Step 7	Step 8
\$ 3,789	\$ 3,922	\$ 4,058	\$ 4,220
\$ 3,882	\$ 4,020	\$ 4,160	\$ 4,326
\$ 3,981	\$ 4,119	\$ 4,264	\$ 4,434
\$ 4,080	\$ 4,223	\$ 4,371	\$ 4,546
\$ 4,181	\$ 4,328	\$ 4,478	\$ 4,658
\$ 4,287	\$ 4,436	\$ 4,592	\$ 4,775
\$ 4,395	\$ 4,548	\$ 4,706	\$ 4,894
\$ 4,502	\$ 4,661	\$ 4,824	\$ 5,018
\$ 4,614	\$ 4,777	\$ 4,945	\$ 5,144
\$ 4,732	\$ 4,898	\$ 5,068	\$ 5,271
\$ 4,850	\$ 5,020	\$ 5,196	\$ 5,402
\$ 4,971	\$ 5,146	\$ 5,325	\$ 5,538
\$ 5,095	\$ 5,273	\$ 5,457	\$ 5,677

\$	5,222	\$	5,406	\$	5,595	\$	5,819
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\$	5,352	\$	5,541	\$	5,734	\$	5,962
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\$	5,486	\$	5,679	\$	5,878	\$	6,114
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\$	5,623	\$	5,823	\$	6,024	\$	6,265
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\$	5,766	\$	5,964	\$	6,174	\$	6,423
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\$	5,907	\$	6,116	\$	6,330	\$	6,582
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\$	6,057	\$	6,268	\$	6,488	\$	6,748
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\$ 6,209	\$ 6,425	\$ 6,649	\$ 6,916
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\$ 6,364	\$ 6,585	\$ 6,816	\$ 7,090
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\$ 6,521	\$ 6,751	\$ 6,988	\$ 7,266
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\$ 6,686	\$ 6,920	\$ 7,161	\$ 7,447
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\$ 6,853	\$ 7,093	\$ 7,341	\$ 7,634
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\$ 7,024	\$ 7,270	\$ 7,524	\$ 7,825
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\$ 7,200	\$ 7,451	\$ 7,712	\$ 8,022
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\$ 7,380	\$ 7,638	\$ 7,906	\$ 8,220
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\$	7,563	\$	7,828	\$	8,102	\$	8,427
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\$	7,752	\$	8,026	\$	8,304	\$	8,636
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\$	7,946	\$	8,224	\$	8,512	\$	8,851
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\$	8,146	\$	8,431	\$	8,725	\$	9,075
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Joint Coalition 2023 Salary Ranges January 1, 2023 - December 31, 2023

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,301	\$ 3,417	\$ 3,536	\$ 3,661	\$ 3,789	\$ 3,922	\$ 4,058	\$ 4,220
2		\$ 3,384	\$ 3,503	\$ 3,624	\$ 3,752	\$ 3,884	\$ 4,020	\$ 4,159	\$ 4,326
3		\$ 3,468	\$ 3,591	\$ 3,716	\$ 3,846	\$ 3,981	\$ 4,120	\$ 4,264	\$ 4,435
	Vehicle Service Worker I IAM								
3M	IAM	\$ 2,990	\$ 3,113	\$ 3,238	\$ 3,368	\$ 3,503	\$ 3,642	\$ 3,786	\$ 3,957
	Vehicle Service Worker I IAM								
4		\$ 3,556	\$ 3,678	\$ 3,808	\$ 3,943	\$ 4,080	\$ 4,223	\$ 4,372	\$ 4,546
	<i>Vehicle Service Worker</i> IAM								
4M	IAM	\$ 3,078	\$ 3,200	\$ 3,330	\$ 3,465	\$ 3,602	\$ 3,745	\$ 3,894	\$ 4,068
	<i>Vehicle Service Worker - Fire</i> IAM								
5		\$ 3,645	\$ 3,772	\$ 3,904	\$ 4,040	\$ 4,182	\$ 4,327	\$ 4,478	\$ 4,658
6		\$ 3,736	\$ 3,867	\$ 4,003	\$ 4,142	\$ 4,287	\$ 4,436	\$ 4,592	\$ 4,775
7		\$ 3,829	\$ 3,963	\$ 4,102	\$ 4,244	\$ 4,395	\$ 4,548	\$ 4,706	\$ 4,893
8		\$ 3,925	\$ 4,062	\$ 4,204	\$ 4,350	\$ 4,502	\$ 4,661	\$ 4,824	\$ 5,017
9		\$ 4,022	\$ 4,162	\$ 4,311	\$ 4,460	\$ 4,616	\$ 4,777	\$ 4,945	\$ 5,143
	Vehicle Service Worker II IAM								
9M	IAM	\$ 3,544	\$ 3,684	\$ 3,833	\$ 3,982	\$ 4,138	\$ 4,299	\$ 4,467	\$ 4,665
	Vehicle Service Worker II – Fire IAM								
10		\$ 4,124	\$ 4,267	\$ 4,416	\$ 4,572	\$ 4,732	\$ 4,895	\$ 5,068	\$ 5,271
10T	Teamsters	\$ 3,916	\$ 4,059	\$ 4,208	\$ 4,364	\$ 4,524	\$ 4,687	\$ 4,860	\$ 5,063
	Maintenance Worker I – Grounds Teamsters								
	<i>Maintenance Worker</i> Teamsters								

11		\$ 4,227	\$ 4,375	\$ 4,526	\$ 4,685	\$ 4,850	\$ 5,019	\$ 5,196	\$ 5,403
	Vehicle Parts Specialist IAM								
11M	IAM	\$ 3,749	\$ 3,897	\$ 4,048	\$ 4,207	\$ 4,372	\$ 4,541	\$ 4,718	\$ 4,925
	Vehicle Parts Specialist - Fire IAM								
12		\$ 4,331	\$ 4,486	\$ 4,640	\$ 4,802	\$ 4,971	\$ 5,145	\$ 5,325	\$ 5,538
	Senior Vehicle Service Worker IAM								
12M	IAM	\$ 3,853	\$ 4,008	\$ 4,162	\$ 4,324	\$ 4,493	\$ 4,667	\$ 4,847	\$ 5,060
	Senior Vehicle Service Worker - Fire IAM								
13		\$ 4,441	\$ 4,596	\$ 4,756	\$ 4,924	\$ 5,095	\$ 5,273	\$ 5,458	\$ 5,674
	Senior Vehicle Parts Specialist IAM								
13M	IAM	\$ 3,963	\$ 4,118	\$ 4,278	\$ 4,446	\$ 4,617	\$ 4,795	\$ 4,980	\$ 5,196
	Senior Vehicle Parts Specialist IAM								
13T	Teamsters	\$ 4,233	\$ 4,388	\$ 4,548	\$ 4,716	\$ 4,887	\$ 5,065	\$ 5,250	\$ 5,466
	Maintenance Worker II - Grounds Teamsters								
	Senior Maintenance Worker Teamsters								
14		\$ 4,551	\$ 4,709	\$ 4,876	\$ 5,046	\$ 5,223	\$ 5,406	\$ 5,595	\$ 5,820
15		\$ 4,664	\$ 4,829	\$ 4,997	\$ 5,171	\$ 5,353	\$ 5,541	\$ 5,734	\$ 5,962
15T	Teamsters	\$ 4,456	\$ 4,621	\$ 4,789	\$ 4,963	\$ 5,145	\$ 5,333	\$ 5,526	\$ 5,754
	Grounds Maintenance Specialist I Teamsters								
	Grounds Maintenance Specialist Teamsters								
16		\$ 4,781	\$ 4,949	\$ 5,122	\$ 5,302	\$ 5,487	\$ 5,677	\$ 5,879	\$ 6,114
17		\$ 4,903	\$ 5,072	\$ 5,251	\$ 5,434	\$ 5,623	\$ 5,823	\$ 6,024	\$ 6,265
	Senior Vehicle Parts Specialist IAM								
17M	IAM	\$ 4,425	\$ 4,594	\$ 4,773	\$ 4,956	\$ 5,145	\$ 5,345	\$ 5,546	\$ 5,787
	Senior Vehicle Parts Specialist IAM								

17T	Teamsters	\$ 4,695	\$ 4,864	\$ 5,043	\$ 5,226	\$ 5,415	\$ 5,615	\$ 5,816	\$ 6,057
	Grounds Chemical Specialist	Teamsters							
	Grounds Maintenance Specialist II	Teamsters							
	Senior Grounds Maintenance Specialist	Teamsters							
	Irrigation Specialist	Teamsters							
18		\$ 5,024	\$ 5,200	\$ 5,381	\$ 5,569	\$ 5,766	\$ 5,965	\$ 6,176	\$ 6,423
19		\$ 5,150	\$ 5,329	\$ 5,515	\$ 5,710	\$ 5,908	\$ 6,117	\$ 6,328	\$ 6,582
19T	Teamsters	\$ 4,942	\$ 5,121	\$ 5,307	\$ 5,502	\$ 5,700	\$ 5,909	\$ 6,120	\$ 6,374
	Lead Maintenance Worker - Grounds	Teamsters							
	Lead Maintenance Worker	Teamsters							
20		\$ 5,278	\$ 5,216	\$ 5,399	\$ 5,585	\$ 5,782	\$ 5,984	\$ 6,193	\$ 6,441
	Mechanic	IAM							
	Fleet Services Technician	IAM							
21		\$ 5,410	\$ 5,599	\$ 5,794	\$ 6,000	\$ 6,208	\$ 6,425	\$ 6,651	\$ 6,916
22		\$ 5,545	\$ 5,738	\$ 5,942	\$ 6,146	\$ 6,363	\$ 6,586	\$ 6,816	\$ 7,090
	Building Inspector I	Plumbers & Steamfitters							
23		\$ 5,683	\$ 5,884	\$ 6,087	\$ 6,301	\$ 6,522	\$ 6,749	\$ 6,988	\$ 7,266
	Plans Examiner I	Plumbers & Steamfitters							
	Assistant Plans Examiner	Plumbers & Steamfitters							
24		\$ 5,827	\$ 6,029	\$ 6,241	\$ 6,459	\$ 6,684	\$ 6,920	\$ 7,160	\$ 7,447
	Senior Mechanic	IAM							
	Senior Fleet Services Technician	IAM							
	Code Enforcement Officer	Plumbers & Steamfitters							
24M	IAM	\$ 5,349	\$ 5,551	\$ 5,763	\$ 5,981	\$ 6,206	\$ 6,442	\$ 6,682	\$ 6,969
	Emergency Equipment Mechanic	IAM							
	Fleet Services Emergency Technician	IAM							
25		\$ 5,970	\$ 6,180	\$ 6,396	\$ 6,621	\$ 6,853	\$ 7,093	\$ 7,341	\$ 7,634

26		\$ 6,121	\$ 6,335	\$ 6,556	\$ 6,786	\$ 7,024	\$ 7,270	\$ 7,523	\$ 7,825
27		\$ 6,274	\$ 6,494	\$ 6,722	\$ 6,956	\$ 7,201	\$ 7,451	\$ 7,712	\$ 8,020
	Plans Examiner II	Plumbers & Steamfitters							
	Associate Plans Examiner	Plumbers & Steamfitters							
28		\$ 6,429	\$ 6,656	\$ 6,889	\$ 7,130	\$ 7,380	\$ 7,638	\$ 7,904	\$ 8,220
	Building Inspector II	Plumbers & Steamfitters							
28M	IAM	\$ 5,951	\$ 6,178	\$ 6,411	\$ 6,652	\$ 6,902	\$ 7,160	\$ 7,426	\$ 7,742
	Senior Emergency Equipment Mechanic	IAM							
	Senior Fleet Services Emergency Technician	IAM							
29		\$ 6,592	\$ 6,821	\$ 7,061	\$ 7,309	\$ 7,564	\$ 7,828	\$ 8,102	\$ 8,427
30		\$ 6,757	\$ 6,993	\$ 7,237	\$ 7,492	\$ 7,754	\$ 8,024	\$ 8,306	\$ 8,637
30T	Teamsters	\$ 6,549	\$ 6,785	\$ 7,029	\$ 7,284	\$ 7,546	\$ 7,816	\$ 8,098	\$ 8,429
	Public Works Supervisor - Grounds	Teamsters							
	Public Works Supervisor	Teamsters							
31		\$ 6,925	\$ 7,168	\$ 7,418	\$ 7,677	\$ 7,946	\$ 8,225	\$ 8,511	\$ 8,852
	Plans Examiner III	Plumbers & Steamfitters							
	Senior Plans Examiner	Plumbers & Steamfitters							
32		\$ 7,097	\$ 7,347	\$ 7,604	\$ 7,870	\$ 8,145	\$ 8,431	\$ 8,725	\$ 9,075
	Building Inspector III	Plumbers & Steamfitters							
33		\$ 7,275	\$ 7,531	\$ 7,795	\$ 8,067	\$ 8,348	\$ 8,643	\$ 8,945	\$ 9,302
	Plans Examiner IV	Plumbers & Steamfitters							
34		\$ 7,457	\$ 7,719	\$ 7,989	\$ 8,270	\$ 8,557	\$ 8,858	\$ 9,169	\$ 9,535
	Lead Building Inspector	Plumbers & Steamfitters							
35		\$ 7,643	\$ 7,912	\$ 8,189	\$ 8,477	\$ 8,771	\$ 9,079	\$ 9,398	\$ 9,773
	Lead Plans Examiner	Plumbers & Steamfitters							

OPEIU 2023 Salary Ranges

January 1, 2023 through December 31, 2023

Range	Classification	Step 1	Step 2	Step 3	Step 4
1		\$ 3,264	\$ 3,379	\$ 3,496	\$ 3,619
2		\$ 3,346	\$ 3,462	\$ 3,584	\$ 3,711
3	Mailroom Clerk Support Specialist I	\$ 3,429	\$ 3,550	\$ 3,673	\$ 3,802
4		\$ 3,516	\$ 3,639	\$ 3,766	\$ 3,897
5		\$ 3,603	\$ 3,728	\$ 3,860	\$ 3,995
6	Accounting Clerk I	\$ 3,694	\$ 3,823	\$ 3,956	\$ 4,096
7	Facilities Assistant (WREC) Utility Clerk	\$ 3,786	\$ 3,918	\$ 4,056	\$ 4,197
8		\$ 3,881	\$ 4,015	\$ 4,157	\$ 4,302
9	Facilities Assistant (Recreation) Support Specialist II Parking Enforcement Officer Parking Officer	\$ 3,978	\$ 4,116	\$ 4,260	\$ 4,411
10	Parking Maintenance Worker	\$ 4,077	\$ 4,219	\$ 4,367	\$ 4,520
11	Support Specialist	\$ 4,178	\$ 4,325	\$ 4,476	\$ 4,633
12	Accounting Clerk II Utility Accounting Clerk Customer Service Representative Permit Specialist I Permit Specialist	\$ 4,282	\$ 4,432	\$ 4,588	\$ 4,750
13	Material Control Coordinator Program Coordinator I Records Specialist Police Records Specialist Support Specialist III Senior Support Specialist	\$ 4,391	\$ 4,544	\$ 4,703	\$ 4,867

	Utility Customer Service Representative Utility Service Inspector				
14	Police Service Technician Material Control Coordinator	\$ 4,500	\$ 4,657	\$ 4,820	\$ 4,990
15	Utility Service Inspector	\$ 4,612	\$ 4,774	\$ 4,941	\$ 5,114
16	Survey Technician Engineering Tech I Senior Accounting Clerk Senior Customer Service Representative Police Service Technician Records Specialist	\$ 4,728	\$ 4,894	\$ 5,065	\$ 5,242
17	Construction Inspector I Payroll Analyst Senior Utility Customer Service Representative Lead Accounting Clerk	\$ 4,845	\$ 5,017	\$ 5,192	\$ 5,373
18	Engineering Tech I Lead Utility Inspector Evidence Technician Property/Evidence Technician Lead Police Records Specialist Permit Specialist II Senior Permit Specialist	\$ 4,967	\$ 5,141	\$ 5,320	\$ 5,507
19	Apprentice Construction Inspector	\$ 5,092	\$ 5,269	\$ 5,454	\$ 5,645
20	Payroll Analyst	\$ 5,219	\$ 5,402	\$ 5,590	\$ 5,783
21	Special Events Permitting Manager Public Records Officer	\$ 5,351	\$ 5,536	\$ 5,728	\$ 5,931
22	Evidence Coordinator Engineering Technician II Engineering Technician Surveyor	\$ 5,482	\$ 5,673	\$ 5,874	\$ 6,079
23	Construction Inspector II Lead Permit Specialist	\$ 5,619	\$ 5,817	\$ 6,018	\$ 6,231

24	<i>Public Records Officer</i>	\$ 5,762	\$ 5,961	\$ 6,169	\$ 6,386
25	<i>Construction Inspector</i> Crime Analyst	\$ 5,903	\$ 6,111	\$ 6,325	\$ 6,546
26	Senior Engineering Technician Senior Surveyor	\$ 6,053	\$ 6,265	\$ 6,482	\$ 6,710
27	Senior Construction Inspector	\$ 6,204	\$ 6,421	\$ 6,646	\$ 6,879
28	Engineering Specialist Survey Specialist	\$ 6,358	\$ 6,580	\$ 6,811	\$ 7,050
29	Construction Inspection Specialist	\$ 6,518	\$ 6,744	\$ 6,980	\$ 7,226
30	<i>Survey Specialist</i>	\$ 6,682	\$ 6,915	\$ 7,156	\$ 7,406

2023

Step 5	Step 6	Step 7	Step 8
\$ 3,746	\$ 3,878	\$ 4,012	\$ 4,174
\$ 3,840	\$ 3,975	\$ 4,113	\$ 4,278
\$ 3,936	\$ 4,075	\$ 4,216	\$ 4,386
\$ 4,034	\$ 4,175	\$ 4,320	\$ 4,493
\$ 4,135	\$ 4,279	\$ 4,428	\$ 4,606
\$ 4,239	\$ 4,388	\$ 4,541	\$ 4,723
\$ 4,343	\$ 4,496	\$ 4,654	\$ 4,839
\$ 4,452	\$ 4,609	\$ 4,770	\$ 4,961
\$ 4,565	\$ 4,725	\$ 4,887	\$ 5,085
\$ 4,679	\$ 4,841	\$ 5,011	\$ 5,211
\$ 4,796	\$ 4,964	\$ 5,138	\$ 5,342
\$ 4,916	\$ 5,087	\$ 5,266	\$ 5,476
\$ 5,038	\$ 5,214	\$ 5,396	\$ 5,611

\$ 5,164	\$ 5,345	\$ 5,532	\$ 5,753
\$ 5,294	\$ 5,478	\$ 5,669	\$ 5,895
\$ 5,425	\$ 5,613	\$ 5,813	\$ 6,044
\$ 5,560	\$ 5,755	\$ 5,955	\$ 6,195
\$ 5,700	\$ 5,897	\$ 6,106	\$ 6,350
\$ 5,841	\$ 6,047	\$ 6,259	\$ 6,507
\$ 5,989	\$ 6,197	\$ 6,415	\$ 6,671
\$ 6,137	\$ 6,352	\$ 6,576	\$ 6,838
\$ 6,292	\$ 6,514	\$ 6,740	\$ 7,009
\$ 6,448	\$ 6,673	\$ 6,908	\$ 7,184

\$ 6,610	\$ 6,840	\$ 7,080	\$ 7,364
\$ 6,774	\$ 7,013	\$ 7,258	\$ 7,549
\$ 6,945	\$ 7,188	\$ 7,439	\$ 7,738
\$ 7,118	\$ 7,367	\$ 7,626	\$ 7,931
\$ 7,298	\$ 7,551	\$ 7,817	\$ 8,129
\$ 7,480	\$ 7,740	\$ 8,012	\$ 8,332
\$ 7,665	\$ 7,934	\$ 8,211	\$ 8,539



Staff Report: 189-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT NW Staffing Resources Agreement C-100478, Contract Increase

Key Points

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council.
- Due to increased demand for temporary staffing in 2022, the City has encumbered nearly the total increase approved by City Council in October 2021.
- Staff requests the not-to-exceed amount of the contract be increased an additional \$2,000,000 from \$1,380,000 to \$3,380,000 to continue to cover the costs for temporary and seasonal staffing invoiced in November and through the life of the contract, which ends in November 2025.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver, through the Human Resources Department, currently contracts with Northwest Staffing Resources to provide staff augmentation services on an on-call, as-needed, and occasionally on-going basis. The services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. The contract with Northwest Staffing Resources began on November 20, 2020 and ends November 19, 2025. In addition to the use of temporary staffing in support of general City operations, the need for additional temporary staffing has increased in 2022 and is anticipated to continue to support key initiatives. Recent cost drivers include temporary staff used in support the Safe Park operations. Additionally, Vancouver Police Department will utilize temporary staffing to support the processing of back-logged background checks in the hiring of new police officers. It is anticipated the contract not-to-exceed amount (C-100478) of \$1,380,000 will be exhausted by the end of November if not increased. Staff requests an increase to the authorized amount of the contract.

Advantage(s)

Increasing the contract should continue uninterrupted temporary staffing services for the City through the end of the contract.

Disadvantage(s)

N/A

Budget Impact

None. This is an issue with the not-to-exceed amount of the contract. Current department budgets have sufficient appropriations to fund the cost of planned temporary and seasonal staffing services, but the contractual not-to-exceed amount is not sufficient to cover future expenses, unless increased.

Prior Council Review

- Increase contract amount approved on June 7, 2021
- Increase request approved on October 18, 2021

Action Requested

Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Northwest Staffing Resources from \$1,380,000 to \$3,380,000.

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

ATTACHMENTS:

- ▢ NW Staffing Contract C-100478
- ▢ NW Staffing C-100478 Amendment #1
- ▢ NW Staffing C-100478 Amendment #2
- ▢ NW Staffing C-100478 Amendment #3
- ▢ NW Staffing C-100478 Amendment #4

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100478
TEMPORARY STAFFING 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 Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd., Suite 100, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide staff augmentation services on an on-call-, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 37-20, Contractor's proposal to said RFP; and

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 staff augmentation services on an on-call, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. per RFP No. 37-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing 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.

Compensation is limited to the amount specified for each temporary staffing position, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work

stated within the timeframe identified by the City. 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 not included in this contract.

This agreement is a purchase of professional services at the rates shown below. The markups include all applicable withholding taxes, FICA, FUTA, SUTA and worker's compensation. Payment for these services shall not exceed \$300,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE (Scope of Work, Item #8, Payroll Service)
Clerical	Regular Bill Rate Range: \$19.95-39.90 Employee Pay Range: \$15.00-30.00	33%	28%
Light Industrial	Regular Bill Rate Range: \$21.75-29.00 Employee Pay Range: \$15.00-20.00	45%	39%
Professional	Regular Bill Rate Range: \$33.25-133.00 Employee Pay Range: \$25.00-100.00	33%	26%
Technical	Regular Bill Rate Range: \$21.28-79.80 Employee Pay Range: \$16.00-60.00	33%	26%
Other Specialized Areas: Light Industrial Workers Compensation Codes 7113, 7117, 7118, 7119	Regular Bill Rate Range: \$22.95-38.25 Employee Pay Range: \$15.00-25.00	53%	47%

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; Contractor's submitted proposal to RFP No. 37-20 and RFP No. 37-20.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its

subcontractors, 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, sub consultants, 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 November 20, 2020. It is agreed services hereunder shall be completed by November 19, 2025.

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.

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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of 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 portion of the work completed 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.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 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 VMC Ch. 5.04.

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 one million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) aggregate and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, 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. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability 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.

c. 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.

d. 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, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

i. 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.

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

k. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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. 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:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Hailey Mark
NW Staffing Resources
315 West Mill Plain Blvd.
Suite 100
Vancouver, Washington 98660

15. Amendments.

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.

16. 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.

17. Ratification.

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

18. 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.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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.

23. 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.

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

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Anna Vogel, Procurement Manager

11/20/2020

Date

Attest:

DocuSigned by:

Natasha Ramras

11/20/2020

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Michael Nigrey

11/20/2020

0246396B4BEC412...

Michael Nigrey, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Company Name

DocuSigned by:

Hailey Mark

D8369CC4665E444...

Signature

Hailey Mark

Branch Manager

Printed Name /Title

11/19/2020

Date

SERVICE AGREEMENT #C-100478**AMENDMENT No. 1****Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$800,000.00 USD.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

6/21/2021

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

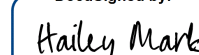


Jonathan Young, City Attorney

CONTRACTOR:

Northwest Staffing Resources

DocuSigned by:



Signature

Hailey Mark Branch Manager

Printed Name /Title

6/9/2021

Date

SERVICE AGREEMENT #C-100478

AMENDMENT No. 2

Temporary Staffing Services

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

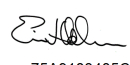
This amendment amends the original agreement and Amendment No 1 as follows:

1. Increase the authorized amount of the Agreement by \$80,000.00 to a revised authorized amount of \$880,000.00 USD.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

75A8183485CA487...
Eric Holmes, City Manager

9/10/2021

Date

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

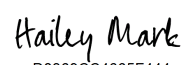
Approved as to form:

DocuSigned by:

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Jonathan Young, City Attorney

CONTRACTOR:

Northwest Staffing Resources

DocuSigned by:

D8368CC4065F444...
Signature

Hailey Mark Branch Manager

Printed Name /Title

9/10/2021

Date

SERVICE AGREEMENT #C-100478

AMENDMENT No. 3

Temporary Staffing Services

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

This amendment amends the original agreement, Amendment No 1 and Amendment No 2 as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$1,380,000.00 USD.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



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Eric Holmes, City Manager

10/26/2021

Date

Attest:

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

CONTRACTOR:

Northwest Staffing Resources

DocuSigned by:



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Signature

Hailey Mark Branch Manager

Printed Name /Title

10/19/2021

Date

SERVICE AGREEMENT #C-100478

AMENDMENT No. 4

RFP 37-20 Clerical Technical Professional Light Industrial Temporary Staffing Services

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources Inc hereinafter referred to as "Contractor", whose address is 851 SW 6th AVE, Ste 300, Portland, OR 97204 for services offered.

This Amendment amends the original Agreement and prior Amendments as follows:

1. Increase the authorized amount of the Agreement by \$2,114,860.20 to a revised authorized amount of \$3,380,000.00.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Northwest Staffing Resources Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 190-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT Interagency Agreement Between the City of Vancouver and the City of Washougal Relating to Law Enforcement Services

Key Points

- The Vancouver Police Department's Office of the Chief is currently understaffed
- VPD is in the process of recruiting two Assistant Police Chiefs and expects to have the positions by the Spring of 2023
- To alleviate the current workload of the Police Chief and Assistant Police Chief, upon execution of the Interagency Agreement, the City of Washougal will provide the services of their Police Chief two to three days per week as needed, for up to five months
- VPD expects Washougal's Police Chief will assist the Department with reviewing Internal Affairs investigations and policy oversight

Strategic Plan Alignment

Goal 2: Provide effective, innovative, and well-resourced police, fire, and emergency medical services

Present Situation

The Vancouver Police Department's Office of the Chief is currently understaffed by two Assistant Police Chiefs. The vacant Assistant Chief positions are responsible for oversight of the Administration Bureau and the Investigations Bureau. The span of control for Chief Mori and Assistant Chief Price has grown as they provide direction to the vacant bureaus. While this temporary situation was not unexpected with Chief Mori's appointment this summer, we had anticipated filling the vacant Assistant Chief positions by early November 2023. The first recruitment for Assistant Chiefs of Police did not yield any candidates. We expect to start our second recruitment for Assistant Chiefs in January 2023, with anticipated start dates in early April 2023.

Advantage(s)

Washougal's law enforcement services will fill an immediate need. Washougal Police Chief Wendi

Steinbronn understands Washington law, labor, and the need for strong policy. She has been the Washougal Police Chief for nearly 3 years and has no conflict of interests within the Vancouver Police Department. She is a trusted and tested executive officer who understands southwest Washington law enforcement.

Disadvantage(s)

The City will be required to reimburse Washougal for its law enforcement services at an hourly rate, but the costs have been budgeted.

Budget Impact

The City will reimburse the City of Washougal for the hours the Washougal Police Chief provides law enforcement services to VPD. VPD intends to utilize salary savings from the vacant Assistant Chief positions to fund the Interagency Agreement.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to execute the interagency agreement between the City of Vancouver and the City of Washougal relating to law enforcement services.

Jeff Mori, Police Chief, 360-487-7472

ATTACHMENTS:

- ▣ Vancouver Police Department and Washougal ILA

**INTERAGENCY AGREEMENT
BETWEEN THE
THE CITY OF VANCOUVER AND THE
CITY OF WASHOUGAL RELATING
TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into on November 15, 2022, by and between the City of Vancouver and the City of Washougal, both are municipal corporations of the State of Washington.

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the City of Washougal, through its Police Department, will provide law enforcement resources to the City of Vancouver Police Department so that it may continue to provide law enforcement services within the corporate boundaries of the City of Vancouver.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The Washougal Police Department will provide the temporary services of the police chief (identified as a Contract Officer throughout this agreement) to the City of Vancouver Police Department to supplement law enforcement staffing as Assistant Chief of Police as needed within the City on a contract basis.

The contract officer will, as determined by the Vancouver Police Chief, wear the appropriate uniform of the day and will operate a Washougal Police Department's vehicle while providing law enforcement services within the City of Vancouver. The contract officer will always remain an employee of City of Washougal while rendering law enforcement services for the City of Vancouver in conformity with this Agreement.

The City of Vancouver will take the necessary action to allow for the contract officer to enforce rules, policies, and procedures.

Vancouver's Police Chief, or their authorized representative, shall provide general direction to the contract officer during their assignment in Vancouver. However, it is understood and agreed that the contract officer will be supervised by the City of Washougal and work within the policies and procedures of the Washougal Police Department. However, the contract officer will apply Vancouver Police Department policy when supervising Vancouver Police Department personnel and while working on Vancouver Police Department policies or programs.

DEFENSE. INDEMNITY. HOLD HARMLESS

The City of Vancouver will defend, indemnify, and hold the City of Washougal harmless from and against all causes, claims, actions, suits, demands, judgments and/or settlements of any nature whatsoever that arise from or are in connection with the lawful contract officer's performance and/or omission of law enforcement services under the terms of this Agreement.

EXCEPT, the City will not be required to defend, indemnify, and hold the City of Washougal harmless from those causes, claims, actions, suits, demands, judgments and/or settlements that: Arise from defective equipment provided by the City of Washougal to its contract officer for use by that contracting officer; or,

Arise from a claim by the contract officer associated with the work under the terms of this contract in connection with the Fair Labor Standards Act or Industrial Insurance with the Washington State Department of Labor and Industries.

In executing this Agreement, the City of Washougal does not assume liability or responsibility for or in any way release the City of Vancouver from any liability or responsibility that arises in whole or in part from the existence or effect of City of Vancouver ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding, excluding any challenge raised in the defense of a criminal prosecution or appeal thereof, commenced in which the enforceability and/or validity of any such City of Vancouver ordinance, rule or regulation is at issue the City of Vancouver shall defend the same at its sole cost and expense and if judgement is entered or damages are awarded against the City of Vancouver or the City of Washougal, or both, the City of Vancouver shall satisfy the same including all chargeable costs and attorney fees.

NOT A PARTNERSHIP

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

TITLE 51 RCW WAIVER

The City of Vancouver will defend, indemnify, and hold the City of Washougal

harmless from and against any and all liability and claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City of Washougal in the performance of this Agreement.

DURATION

The parties agree that the performance of the duties imposed on them by this Agreement will end on April 30, 2023.

COMPENSATION

The City of Vancouver has budgeted funds to reimburse the City of Washougal for the contract officer's salary and benefits. The City of Vancouver agrees to reimburse all compensable time accrued by the contract officer while performing services for the City at the City of Washougal's contract rate. The City of Washougal will prepare monthly an itemized invoice for the amounts it is owed by the City of Vancouver. The contract rate shall be at \$105 per hour. Vehicle costs will be charged according to mileage at the current federal mileage reimbursement rate.

EQUIPMENT

The City of Washougal will provide the contract officer with any/all necessary equipment to perform their duties under this Agreement. The City of Vancouver will provide an office and laptop computer for the duration of this agreement.

TRAINING

The City of Vancouver will be responsible for providing supplemental training beyond that required by the City of Washougal to the contract officer who renders law enforcement services pursuant to the terms of this Agreement. This training will address any information required by the contract officer to render services consistent with the terms of this Agreement. This training will be provided at the earliest opportunity following the commencement of this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City of Vancouver and the City of Washougal may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each city.

TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this Agreement for any reason upon seven (7) days' written notice to the other party. Written notice may be via USPS or email directed to the contact person identified below.

Vancouver Police Chief
Jeff Mori
605 E. Evergreen Blvd.
Vancouver, WA 98661
Jeff.Mori@cityofvancouver.us

Washougal Police Chief
Wendi Steinbronn
1320 A Street
Washougal, WA 98671
Wendi.Steinbronn@cityofwashougal.us

If this Agreement is so terminated, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

GENERAL PROVISIONS

The City of Vancouver Police Department and the City of Washougal Police Department will coordinate the planning, organizing, and scheduling of services to be rendered pursuant to this Agreement.

In the event City of Washougal experiences an unforeseen condition necessitating the presence of the contract officer, the parties agree to work together to adjust the schedule and compensation to accommodate that need.

NO FINANCIAL MANDATES

The City of Vancouver and the City of Washougal confirm that their execution of this Agreement does not require the City of Washougal to expend any additional funds or hire or retain additional commissioned personnel to fulfill its obligations under this Agreement.

NONDISCRIMINATION

In the performance of this Agreement, each Party will comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended.

Parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose, and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

SEVERABILITY

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this agreement is from November 15, 2022 to April 30, 2023.
- b. Organization. No new entity will be created under this agreement.
- c. Purpose. The purpose is to enable the City of Washougal to assist the City of Vancouver in temporary law enforcement staffing.
- d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. Either Party shall have the right to terminate this agreement upon not fewer than seven (7) days written notice to the other; otherwise, this agreement shall terminate on April 30, 2023.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Washougal City Manager shall be the Administrator for this Interlocal Agreement.

- h. Filing. Prior to its entry into force, this agreement shall be filed with the Clark County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Vancouver and the City of Washougal have signed this Agreement as of the date and year written below:

Eric Holmes, City Manager
City of Vancouver
Dated: _____

David Scott, City Manager
City of Washougal
Dated: _____

Approved as to form:

Vancouver City Attorney

Approved as to form:

Washougal City Attorney



Staff Report: 191-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT Adoption of Two-Year Extension of Interlocal Agreement with Clark County for Mental Health Therapeutic Court Services

Key Points

- The City is currently providing public defense services for Mental Health Therapeutic Court through an interlocal agreement with Clark County. This combined contract allows the County to hire an attorney who specializes in this service.
- The initial interlocal was for two years, 2014-2016. The first interlocal was extended twice, 2017-2018 and 2019-2020, which was the maximum number of extensions allowed.
- On January 25, 2021, the City Council adopted a new interlocal agreement with Clark County to continue the provision of public defense services for Mental Health Therapeutic Court. The new interlocal was for two years, 2021-2022, with the possibility of two two-year extensions.
- Staff is recommending the adoption of the first two-year extension of the current interlocal agreement for 2023-2024.

Strategic Plan Alignment

Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

Clark County, as part of its criminal justice system, has a District Court Mental Health Therapeutic Court designed to assist indigent misdemeanor clients who have mental health issues. The City is providing public defense services to Mental Health Court through an interlocal agreement with Clark County. The combined contract provides sufficient funding to hire an attorney who specializes in mental health cases which provides better client services. The County, which handles both felony and misdemeanor cases and consequently has a much more extensive indigent defense program, bids out and manages the combined contract for Mental Health Court services. The initial contract period was for two years, 2015-2016 and with two (2) additional two (2) year terms. On October 10, 2016, the City Council adopted the first two-year extension for 2017-2018. On November 26, 2018, the City Council adopted the second, and last, two-year

extension for 2019-2020.

On January 25, 2021, the City Council adopted a new interlocal agreement with Clark County. All details from the last interlocal agreement were carried forward into the new interlocal agreement without change, including the same payment schedule that was used in the 2019-2020 extension. The new interlocal contract period was for two years, 2021-2022, with the option for two additional two-year terms by mutual agreement. The City Council is being asked to adopt the first two-year extension, 2023-2024, to the current interlocal agreement with Clark County.

Advantage(s)

1. The combined contract allows the City and County to hire an attorney who specializes in this type of cases in order for the clients to receive better service.
2. Reduces City staff time spent administering the contract.

Disadvantage(s)

City has less oversight of the attorney/firm providing services to the City's clients who are assigned to the District Court Mental Health Therapeutic Court.

Budget Impact

\$9,000 for 2023 and \$9,000 for 2024, paid quarterly, and funds are included in the 2023-2024 biennial budget.

Prior Council Review

None

Action Requested

On November 28, 2022, authorize the City Manager or their designee to sign an extension to the interlocal agreement with Clark County for public defense services for clients who are assigned to District Court Mental Health Therapeutic Court.

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

ATTACHMENTS:

- ▣ Interlocal Amendment for Extension

AMENDMENT #1 – INTERLOCAL AGREEMENT

Clark County, Washington (“County”), and the City of Vancouver (“City”), entered into an Interlocal Agreement that became effective February 16, 2021 for the period from January 1, 2021 to December 31, 2022 for the purpose of authorizing a combined public defense contract for indigent clients assigned to the District Court Mental Health Therapeutic Court. This initial agreement was made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and was authorized by the governing bodies of the County and the City.

WHEREAS, the initial agreement allows for an extension of the agreement for two (2) additional two (2) year terms by mutual agreement; and

WHEREAS, the parties wish to extend the agreement for two (2) years under the same terms, for the period from January 1, 2023 to December 31, 2024.

NOW, THEREFORE, the County and the City hereby amend the contract as follows:

1. The term of the Interlocal Agreement shall be extended for the period from January 1, 2023 to December 31, 2024.
2. Except the change in Item (1) above, all remaining terms and conditions of the original agreement remain in full force and effect.

City of Vancouver, Washington

Eric Holmes, City Manager

Date

Clark County, Washington

Kathleen Otto, County Manager

Date

City Clerk

Clerk of the County Council

Approved as to form:

Approved as to form:

Jonathan Young, City Attorney

Leslie Lopez, Chief Civil Deputy Prosecuting Attorney



Staff Report: 192-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022
12/5/2022

SUBJECT Release Of Covenant Running with the Land

Key Points

- 2003 Final site plan approval for Wellons Industrial Project included conditions requiring the applicant to guarantee completion of certain transportation improvements
- Applicant recorded a Covenant Running with the Land in November 2003, which fulfilled the completion of the improvements
- Changes in City plans for this area no longer necessitate completion of these improvements
- Proposed ordinance releases the Covenant

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

In May 2003, the City approved the site plan for the Wellons Industrial Project (PRJ2002-00569/FSR2003-00015). The approval included conditions requiring the applicant to commit to the completion of certain transportation improvements associated with the City's then planned NW 26th Avenue Industrial corridor. In November 2003, the developer executed a Covenant Running with the Land that placed restrictions on the subject parcels in such a manner so as to guarantee the future completion of the required transportation improvements.

In the years since, the City has modified the plans for a NW 26th Avenue freight corridor, shifting the alignment for this corridor to NW 32nd Avenue. As such, the requirements stipulated in the

2003 site plan approval and contained within the 2003 Covenant are no longer applicable. In addition, the subject properties are proceeding through a new site plan review, which will feature all required transportation improvements associated with the City's current plans for NW 32nd Avenue.

The attached ordinance releases the 2003 Covenant and removes all associated requirements and restrictions from the subject parcels.

Advantage(s)

- Eliminates parcel specific requirements that are no longer consistent with the City's transportation objectives for this area
- Allows the property to be developed in a manner that is consistent with the City's current land-use and transportation vision for this area

Disadvantage(s)

There are no known disadvantages with this proposed action.

Budget Impact

There will be no impact to the City's budget created by the adoption of this ordinance.

Prior Council Review

There has been no prior Council review in regard to this proposed action.

Action Requested

On November 28, 2022, approve the ordinance releasing the subject property from the 2003 Covenant Running with the Land on first reading, setting the second reading and public hearing for Monday, December 5, 2022.

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

ATTACHMENTS:

- ▣ Ordinance
- ▣ Existing Covenant

11/28/22
12/05/22

ORDINANCE NO. M-_____

AN ORDINANCE relating to planning and zoning; approving release of a recorded covenant related to a prior rezone of property in the City of Vancouver legally described in the Covenant recorded under File No. 3752065; and establishing an effective date.

WHEREAS, the city approved the Final Site Plan for the Wellons Industrial Project (PRJ2002-00569/FSR2003-00015) on May 2, 2003; and

WHEREAS, the site plan approval included conditions requiring the applicant to enter into an agreement that guaranteed the completion of certain transportation improvements required by the site plan at a future date; and

WHEREAS, the applicant recorded a Covenant Running with the Land on November 12, 2003, fulfilling these transportation related conditions contained within the site plan approval; and

WHEREAS, the City's long term transportation plan for this area has changed, negating the need for the improvements specified within the 2003 Final Site Plan approval and the 2003 Covenant; and

WHEREAS, a duly advertised public hearing was held before the City Council on December 5, 2022; and

WHEREAS, after close of the public hearing, the City Council approved the requested Covenant release as in the public interest;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The legal description of the lands referred to in this Ordinance is as follows: A parcel of property located in a portion of the Joseph Petrain Donation Land Claim, in the SW ¼ of SEC 16 and the NW ¼ of SEC 21, T2N, R1E, WM, more particularly described in Auditor's File No. 3752065.

Section 2. The Covenant recorded under Clark County Auditor's File No. 3752065 is hereby released.

Section 3. EFFECTIVE DATE. This Ordinance shall go into effect five days after final passage.

Read the first time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers:

Nayes: Councilmembers:

Absent: Councilmembers:

Read the second time:

Ayes: Councilmembers:

Nayes: Councilmembers:

Absent: Councilmembers:

SIGNED this ____ day of _____, 2022

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Johnathan Young, City Attorney

SUMMARY

An Ordinance relating to planning and zoning; approving release of a recorded covenant related to a site plan approval of property in the City of Vancouver legally described in the Covenant recorded under File No. 3752065; and establishing an effective date.

After Recording, Return To:
Mark F. Stoker
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA. 98666-1086

TAX PARCEL No. 152383-000
Sec 16, T2N, R1E, Sec 21, T2N, R1E

Space Above for Recording Information Only

COVENANT RUNNING WITH THE LAND

A covenant to City of Vancouver, State of Washington (hereinafter "City"), from the undersigned, Wellons, Inc. (hereinafter "Wellons"), owner of certain real property in Clark County, Washington, legally described in the attached Exhibit A (hereinafter "Property"), on behalf of itself, its successors and assigns into whose ownership the Property should pass, agrees that this Covenant shall run with the land. This Covenant is for the limited purpose of implementing those certain conditions for site plan approval contained in that certain Amended Staff Report and Decision dated February 3, 2003, as PRJ2002-00569/PSR2002-00045 ("Site Plan Approval").

RECITALS:

WHEREAS, Wellons is the owner of the Property, which legal description is set forth in Exhibit "A", attached hereto; and

WHEREAS, Wellons has obtained approval of a site plan for the development of the Property from the City pursuant to VMC 19.80, under City File Numbers PRJ2002-00569/PSR2002-00045, which Site Plan Approval provides for development of the Property in phases; and

WHEREAS, the City found that certain transportation improvements required by the Site Plan Approval could take place in the future provided that Wellons agree to file a restrictive covenant to insure development of the Property occurs in compliance with the Site Plan Approval.

TERMS:

Wellons covenants and agrees as follows:

COVENANT - 1



LANDERHOLM ETAL

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Clark County, WA

1. Wellons is the vested owner of fee simple title to the Property.
2. All development on the Property shall be required to conform to the approved Site Plan Approval.
3. Wellons agrees to dedicate road right-of-way and construct street frontage improvements as follows:

A. Firestone Lane.

i. Future transportation plans will require Firestone Lane to connect to NW 26th Avenue and shall be designed in accordance with Table No. 3, VMC Section 11.80.025. Minimum intersection radii for a primary industrial corridor is fifty (50) feet. The radius returns shall be designed to accommodate a WB50 turning template movement. Wellons agrees to dedicate right-of-way to accommodate radius returns and related improvements at the intersection of Firestone Lane and NW 26th Avenue upon request by the City of Vancouver.

ii. Wellons may elect to defer construction of full frontage improvements for Phase I construction of Firestone Lane. If Wellons elects to defer, Wellons hereby agrees that it will construct full street frontage improvements for the portion of Firestone Lane lying wholly within the Property, and twenty five (25) foot half-width street frontage improvements for Firestone Lane along the Property frontage shared with the northern adjacent property. The public improvements shall include curb, gutter, commercial driveway approaches, sidewalks, street lighting, ADA ramps, planting strip, and traffic control devices, as warranted per City Standard Plan T10-21/T10-4, as well as stormwater runoff drainage improvements. Such construction may be deferred until construction of future phases of improvements on the Property.

iii. If Wellons elects to defer, Wellons hereby agrees that it will construct a minimum core roadway width of twenty (20) feet for Firestone Lane for primary access to the Property in connection with construction of Phase I improvements on the Property.

B. NW 26th Avenue.

i. Wellons agrees to dedicate a seventy (70) foot right-of-way for that portion of future NW 26th Avenue lying wholly within the Property, as well as a one hundred (100) foot right-of-way section on each side of the intersection of NW 26th Avenue and LaFrambois Road to accommodate future turn lanes and truck turning movements upon request by the City of Vancouver. Wellons shall list this right-of-way as Future Public Rights-of-Way on future submittals. Wellons shall not be required to construct, or pay for construction of, any frontage improvements for any portion of NW 26th Avenue, nor any signalization of the same.

C. LaFrambois Road.

i. Wellons agrees to dedicate a minimum twenty five (25) foot half-width right-of-way for LaFrambois Road to function as a local access street upon request by the City of Vancouver. Wellons shall list this right-of-way as Future Public Right-of-Way on submittals.

COVENANT - 2

ii. In the event development of future phases of the Property does not include any access to or from LaFrambois Road (except for emergency fire access), Wellons shall not be required to construct, or pay for construction of, any frontage improvements for LaFrambois Road.

4. Wellons agrees to maintain 141 tree units on Phase I of the Property as required by the Site Plan Approval

5. A copy of this covenant shall be filed with the Clark County Auditor so as to appear as a covenant running with the land, and shall bind all future owners of any portion of the Property.

6. This Covenant shall be construed with and governed by the laws of the State of Washington. The parties agree to venue in Clark County, State of Washington.

7. If any portion of this Covenant shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

8. Each of the recitals contained herein are intended to be, and are incorporated as, covenants.

9. This Agreement may only be amended by mutual agreement of Wellons and the City of Vancouver, for whose benefit the covenant is made.

DATED this 27 day of October 2003.

WELLONS, INC.

By: Martin N Nye

Print Name: MARTIN N NYE

Title 10-27-03

APPROVED AS TO FORM ONLY

By: Carl H. Galt
City Attorney

COVENANT - 3

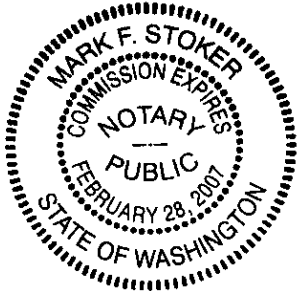
STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that Martin Nye is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Wellons, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/27, 2003



[Signature]
Notary Public in and for the
State of Washington, residing
At Clark County.

My appointment expires: 2/23/07

COVENANT - 4

LEGAL DESCRIPTION FOR WELLON'S PARCELS

Lot Descriptions

May 1, 2002

TRACT 1:

BEGINNING at a point in Section 16, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, 20 feet North from a point on the South line of the Joseph Petrain Donation Land Claim;

THENCE North 56° West 42 chains and 55 links from the Southeast corner of said Donation Land Claim;

THENCE North 3° East 419 feet;

THENCE South 56° East 1468 feet;

THENCE South 17° West 381.3 feet to a point 15 feet North from the South line of said Donation Land Claim;

THENCE North 56° West 1006 feet;

THENCE North 5 feet;

THENCE North 56° West 363 feet to the POINT OF BEGINNING.

EXCEPT that portion thereof conveyed to the State of Washington under Auditor's File No. G 298515.

ALSO EXCEPT that portion thereof conveyed to Rubin Barney and Etna Barker Barney by deed recorded under Clark County Auditor's File No. 8001150051.



TRACT II:

BEGINNING at a point North 3° East 936 feet from a point North 56° West 42.37 chains from the Southeast corner of the Joseph and Catherine Petrain Donation Land Claim;

THENCE North 3° East 320 feet;

THENCE South 53° 20' East 1722 feet;

THENCE South 17° West 377 feet;

THENCE North 50° 03' West 1677.4 feet to the **POINT OF BEGINNING**.

ALSO a portion of the Joseph Petrain Donation Land Claim lying in Sections 16 and 21, Township 2 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at a concrete monument at the Southeast corner of said Petrain Donation Land Claim;

THENCE North 54° 42' 15" West 714.33 feet;

THENCE North 11° 33' 09" East 1060.39 feet to an iron pipe at the Northwest corner of Lot 3 as described and designated in Decree of Partition entered in the Superior Court of Clark County May 6, 1892, in Cause No. 284;

THENCE South 11° 33' 09" West 386.18 feet;

THENCE North 53° 00' 33" West 623.83 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 50° 25' 17" West 1638.89 feet;

THENCE North 4° 40' 27" East 65.12 feet;

THENCE South 48° 35' 47" East 1677.00 feet to the **TRUE POINT OF BEGINNING**.

TRACT III:

The following described real estate located in Section 16, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington:

BEGINNING at a point on the centerline of a 30 foot wide road that is North 56° 00' West 718.08 feet from the Southeast corner of the Joseph Petrain Donation Land Claim, Clark County, Washington;

THENCE North 10° 08' 30" East along the centerline of said road 451.2 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 10° 08' 30" East 222.0 feet to the Northeast corner of Lot No. 5 as described in the Decree of Partition entered in the Superior Court of Clark County May 6, 1892, in Cause No. 284;

THENCE North 54° 25' 30" West, along the Northerly line of Lot 5, a distance of 90 feet;

THENCE South 10° 08' 30" West 222.0 feet;

THENCE South 54° 25' 30" East 90.0 feet to the **TRUE POINT OF BEGINNING**.

TRACT IV:

A tract of land in a portion of the Joseph Petrain Donation Land Claim in a portion of the Southwest quarter of Section 16 and the Northwest quarter of Section 21, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of said Section 21;

THENCE North 79° 55' 21" West, 329.45 feet to a 2" iron pipe at the Northwest corner of Lot 3 of Seward Estates according to the Court Decree of Partition entered May 6, 1892 in Clark County Cause No. 284;

THENCE North 51° 50' 19" West, along the North line of that certain tract of and conveyed to E. Merrill Firestone by deed recorded under Auditor's File No. G 439737 records of Clark County, Washington, for a distance of 460.39 feet to the East line of a 20.00 foot sanitary sewer easement, said point being the **TRUE POINT OF BEGINNING**;

THENCE continuing North 51° 50' 19" West, along the North line of said Firestone Tract, for a distance of 119.09 feet to an existing 1 ½ inch iron pipe at the Northwest corner thereof;

THENCE South 18° 23' 11" West, along the West line of said Firestone Tract, for a distance of 380.08 feet to the Southwest corner thereof;

THENCE South 52° 59' 51" East, along the South line of said Firestone Tract, for a distance of 16.23 feet, to the East line of said sanitary sewer line;

THENCE North 19° 34' 09" East, along the East line of said sewer easement, for a distance of 14.21 feet;

THENCE North 35° 18' 09" East, along the East line of said sewer easement, for a distance of 336.31 feet;

THENCE North 09° 10' 24" East, along the East line of said sewer easement, for a distance of 9.12 feet to the TRUE POINT OF BEGINNING.

ALSO, Tax Parcel No. 152377.000, more commonly known as Tax Lot 2 of Lots 5 and 6, Subdivision of Swards Estates;

BEGINNING at the Southeast of the Joseph and Catherine Petrain Donation Land Claim in Sections 16 and 21, Township 2 North, Range 1 East of the Willamette Meridian;

THENCE North 56° 00' West 1419.0 feet;

THENCE North 16° 52' 15" East 15.70 feet to the TRUE POINT OF BEGINNING;

THENCE North 16° 52' 15" East 646.51 feet;

THENCE South 54° 25' 30" East 533.9 feet;

THENCE South 10° 08' 30" West 222 feet;

THENCE South 54° 25' 30" East 90.0 feet;

THENCE South 10° 08' 30" West 127.8 feet;



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THENCE North 55° 24' West 445.00 feet;

THENCE South 34° 06' 30" West 285.79 feet;

THENCE North 56° 00' West 129.2 feet to the TRUE POINT OF BEGINNING.

ALSO, Tax Parcel No. 152383.000, more commonly known as Lot 8, Subdivision of Swards Estates;

BEGINNING at a concrete monument at the Southeast corner of said Joseph Petrain Donation Land Claim;

THENCE North 54° 42' 15" West 1397.55 feet to a point that is North 13° 15' 35" East 32.36 feet from the Northwest corner of Fruit Valley Homes as recorded in Volume "E" Page 52, Clark County Plat Records;

THENCE North 54° 21' 17" West 18.03 feet;

THENCE North 18° 20' 17" East 15.71 feet to the North line of La Frambois Road and the TRUE POINT OF BEGINNING;

THENCE North 54° 21' 17" West 21.00 feet;

THENCE North 18° 20' 17" East 350.25 feet;

THENCE North 54° 21' 17" West 1464.34 feet;

THENCE North 4° 40' 27" East 463.40 feet;

THENCE South 50° 25' 17" East 1638.89 feet;

THENCE South 18° 20' 17" West 648.67 feet to the TRUE POINT OF BEGINNING.

Also subject to easement of record.

A portion of the Joseph Petrain Donation Land Claim described as follows:

BEGINNING at a point on the North line of La Frambois Road that is North 54° 42' 15" West 1,377.53 feet and North 35° 17' 45" East 15.00 feet from the Southeast corner of the Joseph Petrain Donation Land Claim;



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Clark County, WA

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THENCE North 54° 42' 15" West 19.56 feet;

THENCE North 54° 21' 17" West 43.25 feet;

THENCE North 18° 20' 17" East 505.38 feet to the TRUE POINT OF BEGINNING;

THENCE North 50° 25' 17" West 348.91 feet;

THENCE North 39° 34' 43" East 135.00 feet;

THENCE South 50° 25' 17" East 296.44 feet;

THENCE South 18° 20' 17" West 144.84 feet to the TRUE POINT OF BEGINNING.



Staff Report: 193-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022
12/5/2022

SUBJECT An Ordinance Creating a Compost Procurement Policy for the Procurement and Use of Compost in Qualifying City Projects

Key Points

- In the spring of 2022, the Washington state legislature passed, and Governor Jay Inslee signed, House Bill 1799, a comprehensive organics materials management law that included a requirement for cities or counties to adopt a compost procurement ordinance by January 1, 2023.
- The purpose of the compost procurement provisions in the state law – now codified in RCW 43.19A.150, RCW 43.19A.160, and in an amendment to RCW 39.30.040 - is to strengthen end markets for the anticipated large volumes of additional organics materials diverted from the landfill and sent to compost operators.
- Specifically, these amended statutes require cities and counties that meet certain criteria to adopt compost procurement ordinances (CPO) and to report their compost purchases to the state Department of Ecology (Ecology). The City of Vancouver meets state criteria for being required to implement a CPO based on our population size and due to offering organics collection services to single family residents.
- In addition to adopting a CPO by January 1, 2023, local governments will be required to report to Ecology on the quantities of organic material diverted from the landfill, as well as the volume, cost and source of compost or compost product used in City projects.
- Fulfillment of the provisions of this ordinance support several key actions in Vancouver's draft Climate Action Framework. Some examples include using compost in lieu of chemical fertilizers in City landscaping projects; increasing carbon sequestration through improved soil management techniques; supporting composting and organics management to reduce methane production; and building the local green economy by procuring environmentally friendly materials from local providers whenever possible.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure including buildings and utilities, is safe, environmentally responsible and well maintained

Goal 9, Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

In March 2022, the Washington state legislature passed ESSHB1799, signed into law by the Governor and codified in June 2022. Compliance with the requirements of the law, known as the Organics Management law is included in the City's solid waste section of the draft Climate Action Framework. The new law includes a provision (Part 7) that requires local governments to adopt a CPO and develop a policy for the procurement of compost to be used in projects, as well as track and report to Ecology total tons of organic materials diverted from the landfill, including the amount of compost purchased from specific sources.

The new statute states:

The legislature finds that landfills are a significant source of emissions of methane, a potent greenhouse gas (GHG). Among other economic and environmental benefits, the diversion of organic materials to productive uses will reduce methane emissions.

In order to reduce methane emissions associated with organic materials, the legislature finds that it will be beneficial to improve a variety of aspects of how organic materials and organic material wastes are reduced, managed, incentivized, and regulated under state law. Therefore, it is the intent of the legislature to support the diversion of organic materials from landfills through a variety of interventions to support productive uses of organic material wastes, including: . . .

(h) Encouraging cities and counties to procure more of the compost and finished products created from their organic material wastes in order to support the economic viability of processes to turn organic materials into finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable.

The Organics Management law, now codified in RCW 43.19A.150, requires cities such as Vancouver to “adopt a compost procurement ordinance to implement RCW 43.19A.120 by January 1, 2023. This section applies to a city or county with a population greater than 25,000, as measured by Washington’s Office of Financial Management; and to each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

This statute further states that when “planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.” If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Beginning December 31, 2024, Vancouver must report to Ecology on the quantities of organics materials diverted from the landfill, as well as the volume, cost and source of compost used in projects annually.

In conclusion, the proposed ordinance seeks to comply to state law regarding compost procurement requirements and meet the timeline for adopting an ordinance by January 1, 2023. Staff anticipate returning to City Council to codify this CPO as part of the City's future

procurement ordinance anticipated in 2023.

Advantage(s)

1. Compliance with the state mandate and timelines for ordinance adoption.
2. The use of compost in City funded projects reduces GHG emissions and provides an end use for finished compost and compost products.
3. Aligns with Council input in the Procurement and Solid Waste sections of the draft Climate Action Framework.

Disadvantage(s)

None

Budget Impact

Full budget impacts are unknown at this time, as the estimated cost will vary based on specific projects where use of compost products will be required.

Prior Council Review

None

Action Requested

On November 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for December 5, 2022.

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

ATTACHMENTS:

- ▣ Compost Procurement Ordinance
- ▣ Ecology Focus Sheet

11/28/22 (Date of First Reading)
12/05/22 (Date of Second Reading)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to the adoption of compost procurement requirements and establishing a compost procurement policy for the City of Vancouver as more particularly described herein.

WHEREAS, on June 6, 2022, the City Council adopted a Climate Priority Resolution M-4171 declaring climate action a city priority which resulted in adopting municipal and community-wide greenhouse gas (GHG) reduction goals to be achieved through the Climate Action Framework; and

WHEREAS, the emissions related to landfills and agriculture can be drastically reduced by diverting organic materials from landfills and enriching agricultural soils with compost; and

WHEREAS, 70A.205.007 RCW establishes goals for municipalities in the state of Washington to cut landfill-disposed organic material by 75% compared to 2015; and

WHEREAS, the high rate of diversion of organic materials provides an opportunity for green jobs and new or expanded composting operations that will produce large quantities of valuable compost products; and

WHEREAS, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others in order to support the economic viability of these processes and programs. It is well established that compost production and use provide significant environmental benefits to our soil; and

ORDINANCE - 1

WHEREAS, the City of Vancouver is committed to combating climate change through evolving municipal operations and incorporating the use of compost in City led projects; and

WHEREAS, RCW 43.19A.150 became effective on June 9, 2022 and requires cities and counties in Washington with a population greater than 25,000 residents or in which organic material collection services are provided to adopt a compost procurement ordinance by January 1, 2023;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The City shall develop a procurement policy and plan for the purchase and use of compost material in the following categories:

1. Landscaping projects;
2. Construction and post-construction soil amendments;
3. Applications to prevent erosion, filter storm water runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
4. Low-impact development and green infrastructure to filter pollutants and keep water on-site, or both.

Section 2. When purchasing compost products, the City shall prioritize purchasing compost products from companies that produce compost products locally, in Washington and Oregon, are certified by a nationally recognized organization, such as the United States Composting Council, and produce compost products that are derived from municipal solid waste collection programs while meeting quality standards adopted by the Washington State Department of Transportation or adopted by rule by the Department of Ecology.

Section 3. Corrections. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not

ORDINANCE - 2

affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective immediately after passage, approval and publication as provided by law.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnemy-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

ORDINANCE - 3

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the adoption of compost procurement requirements and establishing a compost procurement policy for the City of Vancouver as more particularly described herein.

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).



2022 Organics Management Law

Focus on Compost Procurement Ordinances and Reporting

Overview

Methane is a greenhouse gas that is, over 20 years, at least 75 times more potent than carbon dioxide. The primary goal of the [2022 Organics Management Law¹](#) is to reduce the emissions of methane created when organic materials, like food and yard waste, decompose in a landfill. To achieve this goal, the bill established milestones, based on 2015 disposal levels, which require actions by state and local agencies, residents, and businesses to:

- Rescue 20% of previously disposed edible food for human consumption by 2025.
- Divert 75% of previously disposed organic materials from landfills by 2030.

The purpose of the compost procurement provisions now codified in [RCW 43.19A.150²](#) is to strengthen markets for the anticipated large amounts of additional compost that will be produced as organics collection programs expand. Other statutes established or amended for this purpose include RCW 43.19A.160 and RCW 39.30.040.

Specifically, these statutes require cities and counties that meet certain criteria to adopt **compost procurement ordinances (CPO)** and to report their compost purchases to Ecology.

What follows are answers to key questions about how these new provisions affect local governments:

Which local governments are required to adopt a CPO and to submit compost procurement activity reports to Ecology?

- Counties and incorporated cities with a **population of more than 25,000**, based on the latest Office of Financial Management data, are required to adopt a CPO and submit compost procurement activity reports to Ecology.
- Jurisdictions with a **population of fewer than 25,000 in which curbside organics collection services are provided** are also required to adopt a CPO and submit compost procurement activity reports to Ecology. These jurisdictions include:
 - Counties with a population of 25,000 or fewer in which curbside organics collection services are provided, including services provided in unincorporated or incorporated parts of the county.
 - Incorporated cities or towns with a population of 25,000 or fewer in which curbside organics collection services are provided.

What is the deadline for adopting a CPO?

By Jan. 1, 2023.

¹ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/2022-organics-management-law>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.150>

What options do jurisdictions have for meeting the CPO adoption and reporting requirements?

1. A county, city, or town can adopt its own CPO and submit its own compost procurement report to Ecology.
2. Counties, cities, or towns with existing recycled product procurement ordinances can amend them to include compost.
3. Cities can sign onto a county CPO and have the county submit procurement reports that include city purchases. This could be done through a separate interlocal agreement or by amending the county's solid waste management plan to include a CPO. The amendment would then cover these requirements for all signatories to the plan.
4. Two or more cities or towns can sign joint CPOs and submit joint procurement reports.
5. Two or more counties can sign joint CPOs and submit joint procurement reports.

What should a CPO address?

A CPO is intended to implement [RCW 43.19A.120: Use of compost products in projects](#)³. This statute states that when "planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project." If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Other relevant statutes to review in preparing a CPO include:

- RCW 43.19A.110, which requires counties and cities to adopt specifications for compost products to be used in road projects.
- RCW 43.19A.130, which encourages local governments to purchase compost from the compost facility that serves its residents.

When are compost procurement activity reports due?

The first report is due by Dec. 31, 2024, and by December 31 in every subsequent even-numbered year – 2024, 2026, 2028, 2030 and so on.

What needs to be included in a compost procurement activity report?

Compost procurement activity reports need to include the following:

- The total tons of organic material diverted each year.
- The volume and cost of compost purchased each year.
- The source(s) of the compost.

How will compost procurement reports be submitted and tracked?

Ecology is developing an online system for local governments to submit their compost procurement activity reports. The first reports are due at the end of 2024, and we expect the reporting portal to be open by July 1, 2024.

Are there other related requirements in the new law?

Yes. Any county or city that adopts a CPO must "develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations." These strategies will need to be included in the local solid waste management plan the jurisdiction participates in when that plan is amended or updated. Information on the value of compost and making and using compost can be found on [Ecology's compost web page](#)⁴.

Where can I find out more?

Ecology is gathering procurement resources including CPO templates and examples to help local governments get started on their ordinances and [posting them on the Box platform](#)⁵. These materials include environmentally preferred purchasing resources prepared by Ecology and the Department of Enterprise Services.

Additional resources related to the new law can be found in our [resource library on the Box platform](#)⁶.

For more information

Subscribe to our [email news](#)⁷ to stay up to date on the latest organics material management news. After submitting your email, first choose the **Solid Waste Program**, and then **Organic Materials** to get the latest information.



Chery Sullivan
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360.485.2724



To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6381 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877- 833-6341.

³<https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.120>

⁴ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/Managing-organics-compost>

⁵<https://app.box.com/s/wie5wjflcm9imusecihstqb5s1mujm2l>

⁶<https://app.box.com/s/r7shmywl2t798nu43f1udkp1481bcx6y>

⁷<https://public.govdelivery.com/accounts/WAECY/subscriber/new?qsp=ecology>

VOUCHER APPROVAL

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

\$ 6,640,516.00 this 28th day of November 2022.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Natasha Ramras
AUDITING OFFICER

DocuSigned by:
Ty Stab
COUNCILMEMBER

DocuSigned by:
M W
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 14, 2022 - November 20, 2022	Accounts Payable Checks (see attached)	\$ 6,635,145.12
November 14, 2022 - November 20, 2022	Hansen City Payments (see attached)	\$ 2,691.88
November 14, 2022 - November 20, 2022	Visa Refunds (see attached)	\$ 2,679.00
November 14, 2022 - November 20, 2022	Payroll Checks (see attached)	\$ -
TOTAL		\$ 6,640,516.00

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	11/8/2022	305.98	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	11/14/2022	133,067.77	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/14/2022	1,049,062.68	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/14/2022	39,246.22	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	11/14/2022	24,306.27	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	11/15/2022	9,235.56	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/15/2022	50.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire	No Reference	11/15/2022	41,364.17	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/15/2022	787,154.93	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/17/2022	511,036.58	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	11/18/2022	59,980.20	Liberty Mutual Group Inc.	
			Manual Wire Total	2,654,810.36		
Supplier Payment	EFT	EFT-00172014	11/17/2022	11,833.01	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00172015	11/17/2022	11,101.50	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00172016	11/17/2022	8,268.09	Restored and Revived	
Supplier Payment	EFT	EFT-00172017	11/17/2022	2,116.88	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00172018	11/17/2022	4,682.46	New Life Friends Church	
Supplier Payment	EFT	EFT-00172019	11/17/2022	915,243.47	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00172020	11/17/2022	120,349.86	Operations Management International Inc	
Supplier Payment	EFT	EFT-00172021	11/17/2022	5,938.34	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00172022	11/17/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00172023	11/17/2022	1,753.58	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00172024	11/17/2022	2,035.83	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00172025	11/17/2022	6,242.50	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00172026	11/17/2022	72,434.60	Highwire, Inc.	
Supplier Payment	EFT	EFT-00172027	11/17/2022	89,018.61	Del Sol Inc	
Supplier Payment	EFT	EFT-00172028	11/17/2022	6,035.23	MPGTandem	
Supplier Payment	EFT	EFT-00172029	11/17/2022	84.04	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00172030	11/17/2022	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00172031	11/17/2022	6,800.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00172032	11/17/2022	320.29	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00172033	11/17/2022	7,805.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00172034	11/17/2022	6,406.00	Second Step Housing	
Supplier Payment	EFT	EFT-00172035	11/17/2022	19,642.30	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00172036	11/17/2022	1,606.87	Purple Communications Inc	
Supplier Payment	EFT	EFT-00172037	11/17/2022	38,171.83	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00172038	11/17/2022	3,484.40	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00172039	11/17/2022	12,917.04	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00172040	11/17/2022	2,408.70	Power Systems West	
Supplier Payment	EFT	EFT-00172041	11/17/2022	24,156.40	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00172042	11/17/2022	297,060.89	Advanced Excavating Specialists LLC	
			EFT Total	1,678,278.45		
Expense Payment	Direct Deposit	EFT-00172043	11/17/2022	105.00	Wesley Kandoll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172044	11/17/2022	280.00	Josh Honomichl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172045	11/17/2022	495.80	Joseph Brannan	Employee Reimbursement

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Expense Payment	Direct Deposit	EFT-00172046	11/17/2022	268.61	DJ Maguire	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172047	11/17/2022	303.35	Patrick Hanley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172048	11/17/2022	188.46	Sharie York	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172049	11/17/2022	29.06	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172050	11/17/2022	113.82	Richard Brannan	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00172051	11/17/2022	379.50	Kassidy Flaherty	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00172052	11/17/2022	209.50	Meagan Renner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00172053	11/17/2022	240.00	Erik Paulsen	Travel Advance
Expense Payment	Direct Deposit	EFT-00172054	11/17/2022	214.00	Jaime Blas lopez	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00172055	11/17/2022	240.00	Eric Holmes	Travel Advance
Expense Payment	Direct Deposit	EFT-00172056	11/17/2022	225.00	Margaret Leedom	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00172057	11/17/2022	290.00	Diana Perez	Travel Advance
Expense Payment	Direct Deposit	EFT-00172058	11/17/2022	152.99	Bryan Tenold	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172059	11/17/2022	221.16	Todd Ackerman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172060	11/17/2022	160.13	Jen Thomas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172061	11/17/2022	31.06	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172062	11/17/2022	105.00	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00172063	11/17/2022	255.00	Kevin Terry	Employee Reimbursement
			Direct Deposit Total	4,507.44		
Miscellaneous Payment	Check	7518	11/16/2022	1,034.00	Alisa Luber	LUP-80456 refund
Miscellaneous Payment	Check	7519	11/16/2022	192.00	Amelia Francisco	Swim lesson refund due to facility closure
Miscellaneous Payment	Check	7520	11/16/2022	1,300.00	American Cancer Society_Relay for Life	Relay for Life Vancouver Refund
Miscellaneous Payment	Check	7521	11/16/2022	1,300.00	American Heart Association	Heart Stroke Walk Refund ES Park
Miscellaneous Payment	Check	7522	11/16/2022	450.00	Andres Camacho Hernandez	refund overpmt pkg citation 0098993
Miscellaneous Payment	Check	7523	11/16/2022	23.00	Angela Hill	9/25 Friday Flicks Cancellation Refund
Miscellaneous Payment	Check	7524	11/16/2022	20.00	Auto Plus Auto Parts	Refund: alarm billing acct 18482 inv 99365491
Miscellaneous Payment	Check	7525	11/16/2022	40.00	Autumn Grove Apartments	Refund: Alarm Billing acct 21180 inv 99446011
Miscellaneous Payment	Check	7526	11/16/2022	25.00	Beatrice Domke	refund overpmt parking citation #7202303125
Miscellaneous Payment	Check	7527	11/16/2022	100.00	Bella Vista Neighborhood Association	2022 Resource Conservation Challenge

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Miscellaneous Payment	Check	7528	11/16/2022	20.00	Bonnie McNeil	9/25 Friday Flicks Cancellation Refund
Miscellaneous Payment	Check	7529	11/16/2022	53.00	Braganza	refund for overpayment on inv #77029632
Miscellaneous Payment	Check	7530	11/16/2022	385.00	Bryan Miller	Membership Refund
Miscellaneous Payment	Check	7531	11/16/2022	150.00	Caliber Collision Centers	Refund for overpayment on Acct. #21282/Invoice #99433021
Miscellaneous Payment	Check	7532	11/16/2022	1,170.00	Casa Colima Mexican Restaurant and Cantina	Refund: bus lic fees COVID-19 surch ref prog
Miscellaneous Payment	Check	7533	11/16/2022	100.00	Cascade Southeast Neighborhood Association	2022 Resource Conservation Challenge
Miscellaneous Payment	Check	7534	11/16/2022	20.00	Chad Guadagni	Refund: Alarm billing acct 18674 inv 99446825
Miscellaneous Payment	Check	7535	11/16/2022	342.00	Cynthia Fisher	Claim Payment - DOL: 10/06/22 - Risk
Miscellaneous Payment	Check	7536	11/16/2022	650.00	Cystic Fibrosis Foundation	Great Strides Vancouver
Miscellaneous Payment	Check	7537	11/16/2022	25.00	Damian Paheco	Refund Citation 7202905445
Miscellaneous Payment	Check	7538	11/16/2022	20.00	Darwin Vizcaino / Megan Volk	Refund: alarm billing acct 19878 inv 99446877
Miscellaneous Payment	Check	7539	11/16/2022	50.00	Doris Johnson	201021 Parks account refund
Miscellaneous Payment	Check	7540	11/16/2022	7.00	Express Laundry	refund overpayment for inv #77017964
Miscellaneous Payment	Check	7541	11/16/2022	75.00	Finance of America Mortgage	refund overpayment for inv #77017964
Miscellaneous Payment	Check	7542	11/16/2022	40.00	Fujis Grill & Sushi	refund for overpayment on alarm billing
Miscellaneous Payment	Check	7543	11/16/2022	159.00	Glenn Wells	PIR-82856
Miscellaneous Payment	Check	7544	11/16/2022	96.00	Hattie Nosko	Swim lesson refund due to facility closure
Miscellaneous Payment	Check	7545	11/16/2022	45.28	Holly Buttrey	201021 Parks account refund
Miscellaneous Payment	Check	7546	11/16/2022	20.00	Howard Sonnes / Christine Baker	Refund Alarm Billing Acct 21100 Inv 99398923
Miscellaneous Payment	Check	7547	11/16/2022	540.00	Hungry Dino Ventures LLC	Refund: Bus Lic Fees COVID 19 surch ref prog
Miscellaneous Payment	Check	7548	11/16/2022	23.00	Jennifer McCollum	Friday Flicks Cancellation Refund 9/11
Miscellaneous Payment	Check	7549	11/16/2022	82.09	Jeremiah A & Nina R Porter	Refund: 600 SCIP Loan 6000383
Miscellaneous Payment	Check	7550	11/16/2022	10.00	John/Barbara O'Connor	refund alarm acct #21520 / invoices 99405574 & 99400971
Miscellaneous Payment	Check	7551	11/16/2022	49.40	Julianne Douglas	VOUCHER 2008415.058
Miscellaneous Payment	Check	7552	11/16/2022	20.00	Karen Craig	9/25 Friday Flicks Cancellation Refund
Miscellaneous Payment	Check	7553	11/16/2022	20.00	Katherine Porter	Refund: alarm billing acct 19921 inv 99450196
Miscellaneous Payment	Check	7554	11/16/2022	8.18	Kerry Crow	refund overpmt 907 CDBG loan #9070004
Miscellaneous Payment	Check	7555	11/16/2022	20.00	Kings Church	Refund: Alarm billing acct 22239 inv 99453090
Miscellaneous Payment	Check	7556	11/16/2022	100.00	Lewis & Clark Woods Neighborhood Association	2022 Resource Conservation Challenge

INVOICE PAYMENTS REPORT

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Miscellaneous Payment	Check	7557	11/16/2022	18.06	Lori Stevens	Prorated Mar 2020 Membership Refund 2006604.058
Miscellaneous Payment	Check	7558	11/16/2022	58.40	Low Voltage Securities Inc	MPE-282825
Miscellaneous Payment	Check	7559	11/16/2022	100.00	Maplewood Neighborhood Association	2022 Resource Conservation Challenge
Miscellaneous Payment	Check	7560	11/16/2022	400.00	Maria Samaniego	VOUCHER 2008234.058
Miscellaneous Payment	Check	7561	11/16/2022	824.00	Marilee Thompson	SWR-281689
Miscellaneous Payment	Check	7562	11/16/2022	95.00	Matthew & Heather Palmer	Refund: 600 SCIP Loan 6000070
Miscellaneous Payment	Check	7563	11/16/2022	85.00	Max Kisilista	RES-284584 refund
Miscellaneous Payment	Check	7564	11/16/2022	21.00	Michelle Zander	VOUCHER 2008172.030
Miscellaneous Payment	Check	7565	11/16/2022	46.00	MOD Pizza	refund overpmt CIVICGOV inv #77010281
Miscellaneous Payment	Check	7566	11/16/2022	100.00	Myra Austin	Refund: ACH parking permit COV09399
Miscellaneous Payment	Check	7567	11/16/2022	6.50	Nathan Campbell	RES-281502
Miscellaneous Payment	Check	7568	11/16/2022	68.64	Nationwide Solar	MPE-321952
Miscellaneous Payment	Check	7569	11/16/2022	10.00	Nick Briggs	Refund: Ovrpay citation 7203200552
Miscellaneous Payment	Check	7570	11/16/2022	75.00	Nicole Naputi	VOUCHER 2007885.030
Miscellaneous Payment	Check	7571	11/16/2022	34.13	Olivia Schuele	VOUCHER 2008250.030
Miscellaneous Payment	Check	7572	11/16/2022	59.51	Pacific Brothers Concrete	MPE-294852 refund
Miscellaneous Payment	Check	7573	11/16/2022	1,300.00	Parkinson's Resources of Oregon	Sole Support Vancouver Refund
Miscellaneous Payment	Check	7574	11/16/2022	391.64	Patriot Fire Protection	FRI-320063 & FRI-321721 (jobsite: 2913 NE 72nd Dr)
Miscellaneous Payment	Check	7575	11/16/2022	23.00	Patti Hayner	9/18 Friday Flicks Cancellation Refund
Miscellaneous Payment	Check	7576	11/16/2022	650.00	Portland Trailblazers	Rip City Rally ES Park refund
Miscellaneous Payment	Check	7577	11/16/2022	61.47	Prairie Electric	MPE-322505 (jobsite: 624 SE 132nd Ave)
Miscellaneous Payment	Check	7578	11/16/2022	20.00	Premier Property Management	refund for overpayment on alarm account 19338
Miscellaneous Payment	Check	7579	11/16/2022	7,310.00	Primelan Properties	Sewer reimbursement contract for parcel #119771-000
Miscellaneous Payment	Check	7580	11/16/2022	23.00	Rachel Farmer	Friday Flicks Cancellation Refund 9/11
Miscellaneous Payment	Check	7581	11/16/2022	27.50	Reagan Mims	Damage Deposit Refund
Miscellaneous Payment	Check	7582	11/16/2022	76.00	Rick & Company	refund for overpayment on inv #77025392
Miscellaneous Payment	Check	7583	11/16/2022	824.00	Rick Bowler	SWR-281689 refund
Miscellaneous Payment	Check	7584	11/16/2022	100.00	Riveridge Neighborhood Association	2022 Resource Conservation Challenge
Miscellaneous Payment	Check	7585	11/16/2022	6,754.13	Robb Construction, Inc	Refund - SCIP inv 15714 loan 6000611 for D. Howard McLure 8112 NE Burton Rd.

INVOICE PAYMENTS REPORT

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Miscellaneous Payment	Check	7586	11/16/2022	1,300.00	Vancouver for Peace	Peace and Justice Park Refund
Miscellaneous Payment	Check	7587	11/16/2022	120.00	Vancouver Heights Neighborhood Association	2022 RecycleU
Miscellaneous Payment	Check	7588	11/16/2022	100.00	Wildwood Neighborhood Association	2022 Resource Conservation Challenge
Ad Hoc Payment	Check	7589	11/16/2022	57.07	Alyssa Aguon and Anthony Savage	Utility Refunds: 0092027402-05
Ad Hoc Payment	Check	7590	11/16/2022	46.27	Andres Reyes Barboza and Agustina Cruz	Utility Refunds: 0049083602-21
Ad Hoc Payment	Check	7591	11/16/2022	28.52	Antonina Ploshchinskaya	Utility Refunds: 0070002752-02
Ad Hoc Payment	Check	7592	11/16/2022	182.29	Barry,Margaret A	Utility Refunds: 0161007190-02
Ad Hoc Payment	Check	7593	11/16/2022	516.11	Barton,Abraham A	Utility Refunds: 0018061600-15 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7594	11/16/2022	70.70	Benge,David and Melisa	Utility Refunds: 0000002388-03
Ad Hoc Payment	Check	7595	11/16/2022	59.38	Cary,Joseph and Nancy	Utility Refunds: 0124002010-02
Ad Hoc Payment	Check	7596	11/16/2022	83.24	Christian Mccuan or Kimberly Erion	Utility Refunds: 0500003949-02
Ad Hoc Payment	Check	7597	11/16/2022	79.09	Christopher Moore, Trustee	Utility Refunds: 0088080200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7598	11/16/2022	79.29	Conservice Reo Utilities	Utility Refunds: 0126008790-02
Ad Hoc Payment	Check	7599	11/16/2022	100.52	Cyvia Willer and Hubert Willer Jr	Utility Refunds: 0060073002-14
Ad Hoc Payment	Check	7600	11/16/2022	36.12	Dennis Leland & Steven Peterson	Utility Refunds: 0147012900-02
Ad Hoc Payment	Check	7601	11/16/2022	205.02	Dione Poe and Darvejon Jones	Utility Refunds: 0021049600-01
Ad Hoc Payment	Check	7602	11/16/2022	132.05	Esfahani,Kamshad	Utility Refunds: 0023091104-05
Ad Hoc Payment	Check	7603	11/16/2022	111.67	Espinosa,Diodis	Utility Refunds: 0063900600-03
Ad Hoc Payment	Check	7604	11/16/2022	21.40	Estate of Maudrey Reitzenstein	Utility Refunds: 0068057200-00
Ad Hoc Payment	Check	7605	11/16/2022	40.00	Estate of Richard Coleman	Utility Refunds: 0078033600-05
Ad Hoc Payment	Check	7606	11/16/2022	498.00	Fidelity National Title Company of Washington	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	7607	11/16/2022	80.90	Gannon,Chris	Utility Refunds: 0067007605-12
Ad Hoc Payment	Check	7608	11/16/2022	16.44	Haase,Jamie or Matthew	Utility Refunds: 0000006937-03
Ad Hoc Payment	Check	7609	11/16/2022	43.82	HAND,DANIELLE	Utility Refunds: 0000003854-03
Ad Hoc Payment	Check	7610	11/16/2022	4.24	Hegstad,Brian P	Utility Refunds: 0000002456-03
Ad Hoc Payment	Check	7611	11/16/2022	214.08	Held,Justin	Utility Refunds: 0151001000-05
Ad Hoc Payment	Check	7612	11/16/2022	116.19	HPA II BORROWER 2020-1 LLC	Utility Refunds: 0000009040-03
Ad Hoc Payment	Check	7613	11/16/2022	179.14	Jagannathan,Subadhra	Utility Refunds: 0000005192-02
Ad Hoc Payment	Check	7614	11/16/2022	209.00	Janet L or Lee M Johnson	Utility Refunds: 0067049974-04
Ad Hoc Payment	Check	7615	11/16/2022	100.00	Jennifer Dickinson	Utility Refunds: 0048068669-03
Ad Hoc Payment	Check	7616	11/16/2022	139.22	JOSEPH AND CATHY STEELE	Utility Refunds: 0000009322-02
Ad Hoc Payment	Check	7617	11/16/2022	72.44	Kennedy,Jennifer	Utility Refunds: 0048044524-15 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7618	11/16/2022	71.85	Kirsch,Justin	Utility Refunds: 0124000464-04
Ad Hoc Payment	Check	7619	11/16/2022	135.15	Koepke,Jeremy or Lori	Utility Refunds: 0126002530-03
Ad Hoc Payment	Check	7620	11/16/2022	68.10	Kong,Samruol	Utility Refunds: 0109001816-02
Ad Hoc Payment	Check	7621	11/16/2022	159.87	Kulits,Zinta or Paul	Utility Refunds: 0101000862-01
Ad Hoc Payment	Check	7622	11/16/2022	65.69	Luke Rutledge	Utility Refunds: 0107005202-06
Ad Hoc Payment	Check	7623	11/16/2022	21.96	Marcus Clegg and Tania Guerrero	Utility Refunds: 0015038230-06
Ad Hoc Payment	Check	7624	11/16/2022	151.21	Michael Cunningham and Secured Holdings LLC	Utility Refunds: 0080078300-17
Ad Hoc Payment	Check	7625	11/16/2022	208.79	Nations,Sharon	Utility Refunds: 0059035400-03
Ad Hoc Payment	Check	7626	11/16/2022	124.45	Nikki Norris Special Needs Trust	Utility Refunds: 0123003886-15
Ad Hoc Payment	Check	7627	11/16/2022	166.37	Olan J & Frederick F Williams	Utility Refunds: 0000006892-02
Ad Hoc Payment	Check	7628	11/16/2022	41.86	Pearl and Pearl Mngmnt LLC	Utility Refunds: 0000004979-03
Ad Hoc Payment	Check	7629	11/16/2022	106.82	Peter Heinrich Dettmer Revocable Trust	Utility Refunds: 0045027814-05
Ad Hoc Payment	Check	7630	11/16/2022	74.59	Ralf Muller and Karen Taylor	Utility Refunds: 0153000068-03

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	7631	11/16/2022	65.13	Saito,Keawe and Michael Brian	Utility Refunds: 0078003900-03
Ad Hoc Payment	Check	7632	11/16/2022	176.00	Sankararaman,Sandeep	Utility Refunds: 0000005192-02
Ad Hoc Payment	Check	7633	11/16/2022	24.40	Schnitzer,Elizabeth and Arthur	Utility Refunds: 0067049013-02
Ad Hoc Payment	Check	7634	11/16/2022	38.16	Schorr,Zachary	Utility Refunds: 0010041600-03
Ad Hoc Payment	Check	7635	11/16/2022	33.79	Shahryar Houranpay & Zahra Ghiai	Utility Refunds: 0058016900-11
Ad Hoc Payment	Check	7636	11/16/2022	80.67	Steven Dye, Brandy Hoisington,and Richard and Jaclyn Bacoka	Utility Refunds: 0108008000-07
Ad Hoc Payment	Check	7637	11/16/2022	168.37	Tanya and Vladimr Grizhinku	Utility Refunds: 0000003877-04
Ad Hoc Payment	Check	7638	11/16/2022	51.16	The Estate of Ruby & Lannis Sellers	Utility Refunds: 0150009314-04
Ad Hoc Payment	Check	7639	11/16/2022	250.00	The Revocable Living Trust of Joyce Camp	Utility Refunds: 0050050700-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7640	11/16/2022	199.12	Thompson,Harold or John	Utility Refunds: 0036022800-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7641	11/16/2022	67.60	Trammell,Christine D	Utility Refunds: 0029056800-09
Ad Hoc Payment	Check	7642	11/16/2022	39.34	WILMINGTON SAVINGS FUND SOCIETY FSB	Utility Refunds: 0150011590-00
Ad Hoc Payment	Check	7643	11/16/2022	180.64	Yaroslau Duda	Utility Refunds: 0500002942-02
Ad Hoc Payment	Check	7644	11/16/2022	88.86	Zhou,Li	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	7645	11/16/2022	134.05	Zimmer,Katie L	Utility Refunds: 0018084800-02
Supplier Payment	Check	7646	11/16/2022	675.00	Afghan Associates Inc	
Supplier Payment	Check	7647	11/16/2022	822.99	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	7648	11/16/2022	195.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	7649	11/16/2022	96.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7650	11/16/2022	115.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7651	11/16/2022	52.23	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7652	11/16/2022	3,924.26	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7653	11/16/2022	270.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7654	11/16/2022	80.87	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	7655	11/16/2022	13,949.85	All Traffic-Solutions, Inc.	
Supplier Payment	Check	7656	11/16/2022	136.00	American Sani-Can	
Supplier Payment	Check	7657	11/16/2022	940.00	Amex Products Inc	
Supplier Payment	Check	7658	11/16/2022	13,031.44	Applied Business Software Inc	
Supplier Payment	Check	7659	11/16/2022	138.07	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	7660	11/16/2022	8,624.01	AT & T Mobility II LLC	
Supplier Payment	Check	7661	11/16/2022	470.00	BERK Consulting, Inc	
Supplier Payment	Check	7662	11/16/2022	12,188.91	BHC Consultants LLC	
Supplier Payment	Check	7663	11/16/2022	18,843.60	CECO Inc	
Supplier Payment	Check	7664	11/16/2022	4,208.00	Century West Engineering Corp	
Supplier Payment	Check	7665	11/16/2022	15,312.50	Clark County Fire District 5	
Supplier Payment	Check	7666	11/16/2022	682.45	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	7667	11/16/2022	5,161.60	Clark Public Utility District No. 1	
Supplier Payment	Check	7668	11/16/2022	292.95	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	7669	11/16/2022	32,633.83	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	7670	11/16/2022	217.00	Distinctive Landscape LLC	
Supplier Payment	Check	7671	11/16/2022	9,698.62	Elcon Associates Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	7672	11/16/2022	275.00	ERF Company Inc	
Supplier Payment	Check	7673	11/16/2022	935.00	Examworks Inc	
Supplier Payment	Check	7674	11/16/2022	1,200.00	First Responder Phychology	
Supplier Payment	Check	7675	11/16/2022	61,000.00	Fort Vancouver Regional Libraries	
Supplier Payment	Check	7676	11/16/2022	5,170.00	GSI Water Solutions, Inc.	
Supplier Payment	Check	7677	11/16/2022	2,118.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	7678	11/16/2022	13,080.00	JAMAR Technologies, Inc.	
Supplier Payment	Check	7679	11/16/2022	1,464.75	Jamestown Networks	
Supplier Payment	Check	7680	11/16/2022	5,692.06	KBT Distributing LLC	
Supplier Payment	Check	7681	11/16/2022	4,252.50	Kramer Gehlen & Associates	
Supplier Payment	Check	7682	11/16/2022	1,011.19	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	7683	11/16/2022	1,461,137.07	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	7684	11/16/2022	931.77	Lasko Printing Specialties Inc	
Supplier Payment	Check	7685	11/16/2022	37,342.78	Life Insurance Company of North America	
Supplier Payment	Check	7686	11/16/2022	2,132.00	MaryLou Iverson	
Supplier Payment	Check	7687	11/16/2022	5,919.38	Maul Foster & Alongi Inc	
Supplier Payment	Check	7688	11/16/2022	1,359.72	Mobes Business Forms	
Supplier Payment	Check	7689	11/16/2022	3,145.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	7690	11/16/2022	1,978.34	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	7691	11/16/2022	22,258.21	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	7692	11/16/2022	643.50	Pacifica Law Group LLP	
Supplier Payment	Check	7693	11/16/2022	55.34	Pallet SPC	
Supplier Payment	Check	7694	11/16/2022	5,680.19	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	7695	11/16/2022	222.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	7696	11/16/2022	100.00	PDH Creative	
Supplier Payment	Check	7697	11/16/2022	105.00	Porter W Yett Company	
Supplier Payment	Check	7698	11/16/2022	7,212.00	Portland Adventist Medical Center	
Supplier Payment	Check	7699	11/16/2022	5,394.50	Public Safety Testing Inc	
Supplier Payment	Check	7700	11/16/2022	2,479.24	Snap-on Incorporated	
Supplier Payment	Check	7701	11/16/2022	8,437.62	SP Plus Corporation	
Supplier Payment	Check	7702	11/16/2022	191.10	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	7703	11/16/2022	12,682.70	State of Washington Department of Transportation	
Supplier Payment	Check	7704	11/16/2022	52.67	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	7705	11/16/2022	1,200.00	Steven Fulmer	
Supplier Payment	Check	7706	11/16/2022	1,356.12	Sun Badge Company	
Supplier Payment	Check	7707	11/16/2022	377,700.00	Terrace Mitigation Bank, LLC	
Supplier Payment	Check	7708	11/16/2022	19,750.00	Terrace Mitigation Bank, LLC	
Supplier Payment	Check	7709	11/16/2022	21,640.00	Terrace Mitigation Bank, LLC	
Supplier Payment	Check	7710	11/16/2022	508.59	The ADT Security Corporation	
Supplier Payment	Check	7711	11/16/2022	1,106.71	Towing & Recovering Services Inc	
Supplier Payment	Check	7712	11/16/2022	675.00	TRC Environmental Corp - Remit-To: TRC - Pittsburgh	
Supplier Payment	Check	7713	11/16/2022	1,635.00	Triangle Resources Inc	
Supplier Payment	Check	7714	11/16/2022	5,190.65	Triple J Enterprises	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	7715	11/16/2022	162.76	W.B. Sprague Co. Inc.	
Supplier Payment	Check	7716	11/16/2022	637.10	Walter E Nelson Company	
Supplier Payment	Check	7717	11/16/2022	2,251.30	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	7718	11/16/2022	438.61	Wesco Distribution, Inc.	
Supplier Payment	Check	7719	11/16/2022	1,439.75	Western Water Works Supply Co Inc	
Supplier Payment	Check	7720	11/16/2022	4,441.90	Wire Works LLC	
Supplier Payment	Check	7721	11/16/2022	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Customer Refund	Check	7722	11/16/2022	330.00	ERIN KELLY	Overpayment on account
			Check Total	2,297,548.87		
			Manual Wire Total	2,654,810.36		
			EFT Total	1,678,278.45		
			Direct Deposit Total	4,507.44		
			11/21/2022	2,691.88	City Payments	Posted 11-14-22 to 11-20-22
			Hansen Total	2,691.88		
			11/21/2022	1,506.00	Miscellaneous	Parks Class Refunds FCC 11-14-22 to 11-20-22
			11/21/2022	1,173.00	Miscellaneous	Parks Class Refunds MCC 11-14-22 to 11-20-22
			VISA Total	2,679.00		
			Payroll Total	0.00		
			GRAND TOTAL	6,640,516.00		

City of Vancouver
Payroll Council Report
November 14, 2022 - November 20, 2022

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -



Staff Report: 187-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT Kirkland Tower MFTE Certificate Extension Request

Key Points

- The City has utilized the Multi-Family Tax Exemption (MFTE) Program since 1997 to allow for limited-term tax exemptions for housing development in the Vancouver City Center Vision and Fourth Plain Corridor subareas.
- In 2017 the City approved an MFTE application for the Kirkland Tower eight-year market rate tax exemption ownership project (prior to the public benefit requirement).
- Due to Covid related delays and Fire/Life/Safety system inspection issues, the project has extended beyond the 3-year construction window, as well as a 24-month extension and a subsequent 6-month extension to complete the project.
- The applicant has now obtained temporary occupancy permit for the main floor and common areas and is requesting a 10-month extension to complete permit punch-list items to obtain the final certificate of occupancy.
The RCW authorizing the MFTE program was amended in July 2021 to allow up to a five year extension for Covid era projects.
- Similar to current market rate MFTE projects, the applicant is providing \$537,500 in infrastructure projects adjacent to its property, including improvements to the roundabout at Esther Street and Columbia Way and traffic calming along Waterfront Way, and designates the City to complete the above projects. The applicant will make payments of \$13,427.50 per unit to the City as Final Certificates of Tax Exemption are issued for individual condominiums, but the total amount due must be paid no later than the expiration of the proposed 10-month extension on May 23, 2023.

Strategic Plan Alignment

Goal 7, Objective 7.1: Support redevelopment of the Columbia River waterfront

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Present Situation

The purpose of this action is to extend the Kirkland Tower MFTE certificate eligibility, which has expired as a result of unexpected project delays. The project's MFTE application expired on July 23, 2022, and Council action is necessary for the project to remain eligible for the tax exemption available under the MFTE program.

The Kirkland Tower project occupies Block 4 on the Waterfront at the corner of Esther Street and Columbia Way and includes a hotel (Indigo) and a 40-unit condominium tower. Kirkland applied for an 8-year MFTE tax exemption for the condominium tower in October 2016, and City Council approved the related agreement on February 23, 2017. At the time of application, the MFTE benefit was available to market rate projects without a public benefit contribution. Once an MFTE agreement is approved, a project must receive at least a temporary certificate of occupancy from the City of Vancouver within three years (not including allowed extensions) for a final MFTE certificate to be issued.

Kirkland's initial certificate was to expire on February 23, 2020. Kirkland requested a two-year extension. Under State law and corresponding Vancouver Municipal Code, a two-year extension may be granted by the City administratively provided that external issues are involved beyond the applicant's control, the applicant is moving forward in good faith, and that the original agreement outcomes remain unchanged. Under this authority, and the applicant's progress with construction, the City granted an extension until February 23, 2022.

Less than a month after that extension went into effect, the Covid-19 pandemic hit. During the ensuing two-year period, the project was delayed by stay at home and construction stop directives from the Governor, as well as materials and workforce delays. Additionally, challenges in installing, testing and permitting the project's complex fire suppression system also began to emerge. Kirkland, anticipating that it would not meet the February 23, 2022, deadline, requested another extension.

In recognition of statewide related delays in construction, Washington State Legislature amended State law in July 2021 to provide municipalities the option to extend eligibility for COVID-impacted MFTE projects by 5 years beyond the initial 3-year completion window. This new extension was only available to projects in the MFTE pipeline prior to the onset of the COVID pandemic. Based on this new State law, the City issued administratively another extension to the project through July 23, 2022. The proposed extension effectively puts the project at 3.25 years of the allowed 5-year Covid extension.

On the opinion of the City Attorney, it was determined that any further extensions should be reviewed and approved by City Council rather than administratively.

As the project status stands now, all the physical building elements are complete, furniture is being moved in, fencing around the building has been removed, and final sidewalk improvements are complete. The primary milestone before issuance of the temporary certificate of occupancy was a successful test and inspection of the building's fire-life-safety system. The test was successfully completed and the temporary certificate of occupancy for the main floor and common areas was issued November 4, 2022. The applicant is now completing minor punch-list items and will receive occupancy of the residential units on a floor-by-floor basis. Once the applicant completes the

minor permit punch-list items the project can receive the full certificate of occupancy.

Similar to current market rate MFTE projects, the applicant is providing \$537,500 (25% of the expected foregone tax revenue) towards infrastructure projects adjacent to its property, including improvements to the roundabout at Esther Street and Columbia Way and traffic calming along Waterfront Way, and designates the City to complete the above projects. The applicant will make payments of \$13,427.50 per unit to the City as final certificates of tax exemption are issued for individual condominiums, but the total amount due to City must be paid no later than the expiration of the proposed 10-month extension on May 23, 2023.

Advantage(s)

- Provides \$537,500 in funding for City infrastructure projects
- An additional four residential units have been added to the project

Disadvantage(s)

Approval of the property tax exemption extension will delay the collection of property taxes associated with the residential construction portion of the development for all taxing districts for the duration of the exemption period.

Budget Impact

Although the *residential structure* portion of the property taxes will be exempt for 8 years, the City will still receive taxes from the land value and other additional revenues from the development, including sales tax, permit fees, and system development charges. There will be a small incremental increase in demand for public services during the 8-year exemption period without associated tax revenues. Following the 8-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

- February 27, 2017, Initial hearing and adoption of resolution and agreement.

Action Requested

Adopt a Resolution approving Multifamily Housing Limited Property Tax Exemption extension and authorizing the City Manager or their designee to sign the additional extension.

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

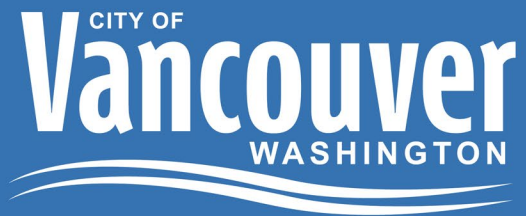
ATTACHMENTS:

- ▣ Kirkland MFTE Presentation
- ▣ Kirkland Tower MFTE Agreement Extension Resolution
- ▣ Resolution Exhibit A - Kirkland Tower MFTE Extension Agreement
- ▣ MFTE Extension Attachment 1 - Kirkland Tower Original MFTE Agreement - February 23, 2017
- ▣ MFTE Extension Attachment 2 - Kirkland Tower Property Legal Description
- ▣ MFTE Extension Attachment 3 - Kirkland Tower MFTE Guaranty Agreement

Kirkland Tower MFTE Certificate Extension

November 28, 2022
City Council Public Hearing

Patrick Quinton
Director
Economic Prosperity and Housing



Presentation Overview

- Project Background
- Project Timeline
- Proposed Extension
- Next steps /Questions

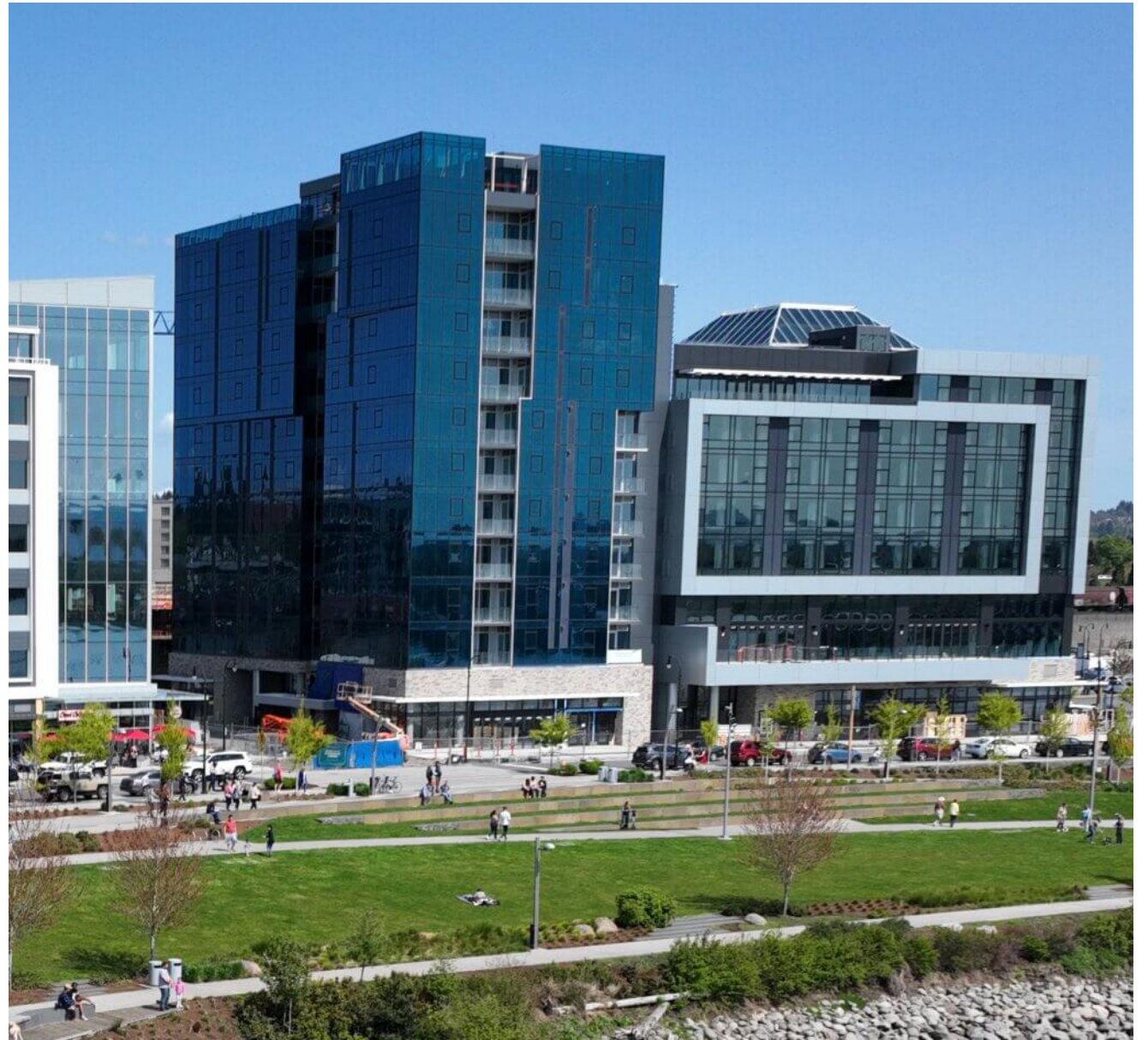
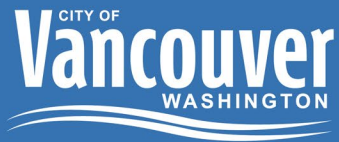


Project Background

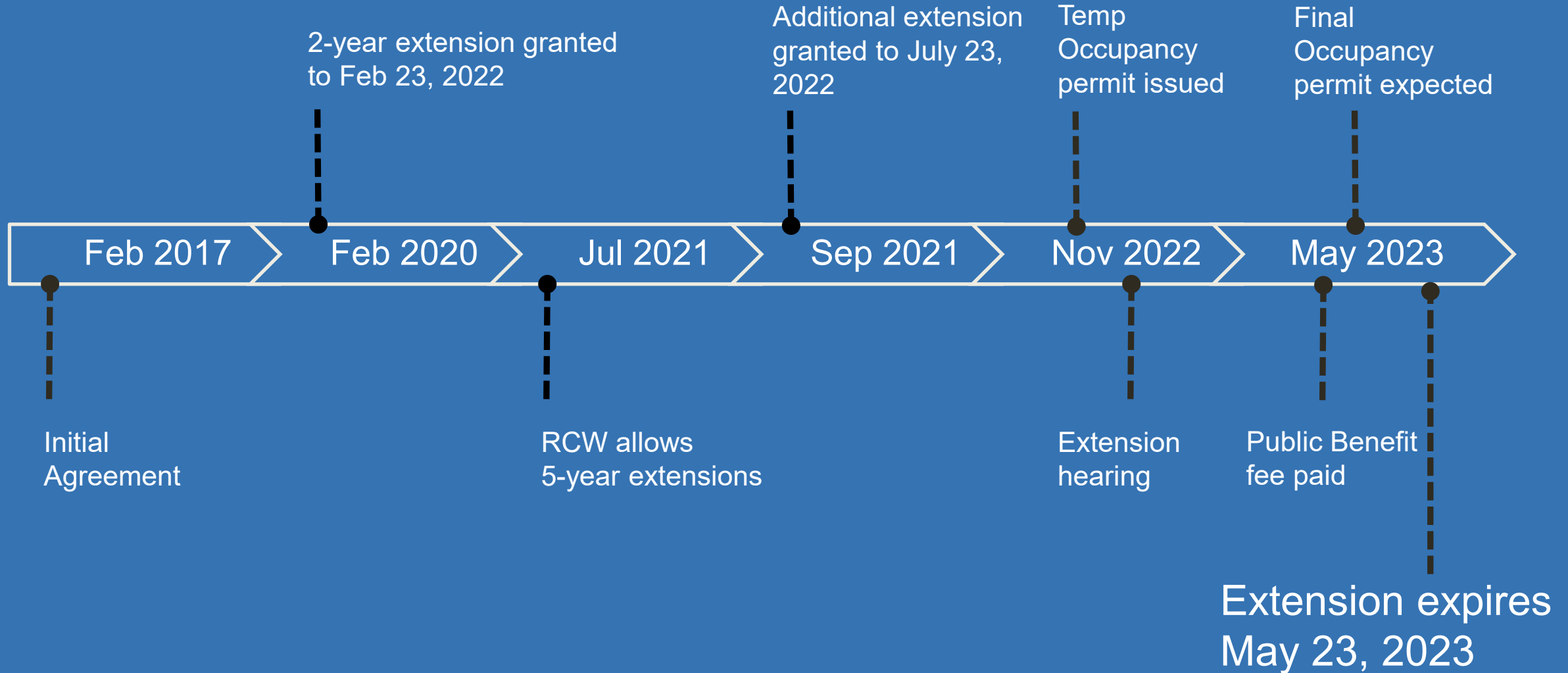
Kirkland Tower Condos Address

8-Year exemption

- 12 story
- 40 ownership units
- Unit sizes 900-3,100 sf
- 55 Parking Spaces



Project Timeline



Project Status

- Major fire-life-safety systems tested
- Temporary Certificate of Occupancy issued for main floor and common areas November 4, 2022
- Physical building elements are completed, furniture is being moved into common areas
- Exterior fencing has been removed
- Sidewalks are complete
- The applicant in process of completing final permit punch list items
- Residential units will get occupancy on a floor-by-floor basis

Tax Summary

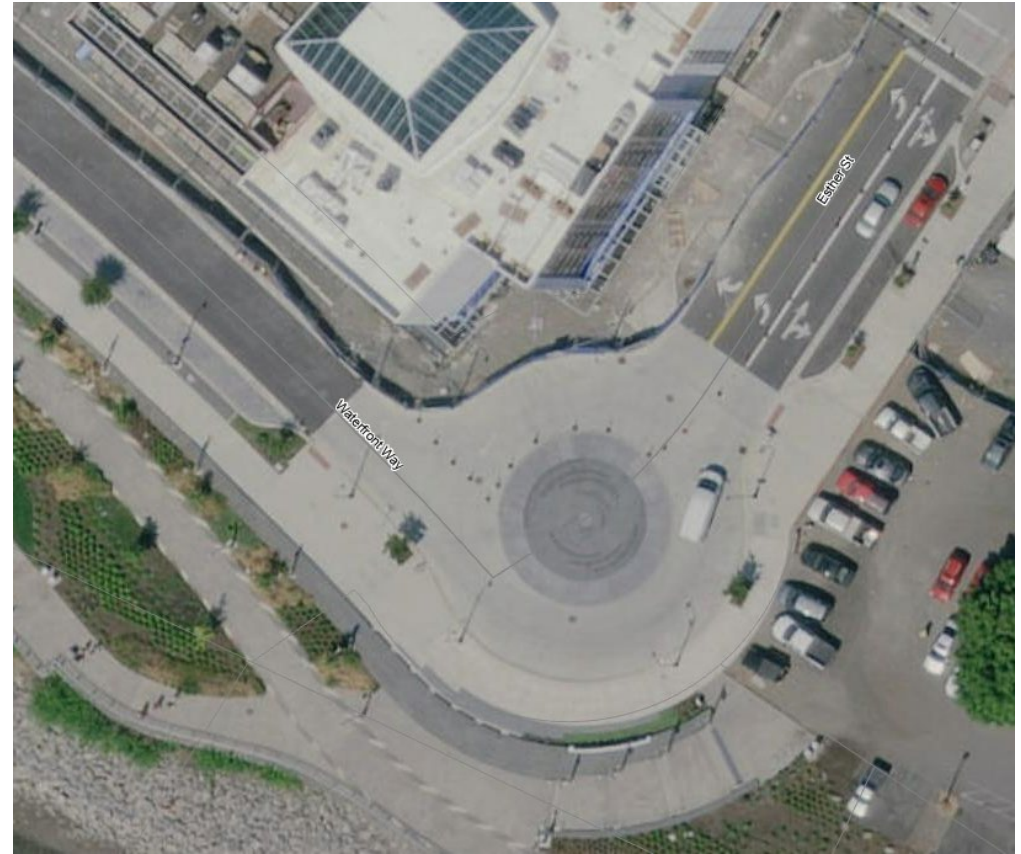
	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$11,630,000	\$2,098,000
Proposed Public Benefit Contribution	--	\$537,500
Net present value “foregone” tax revenue (during exemption period)	(\$2,150,000)	(\$856,000)
Net Present Value Benefit	\$9,480,000	\$2,635,000

*Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

Proposed Public Benefit

\$537,500 dedicated to
infrastructure improvements
on the waterfront

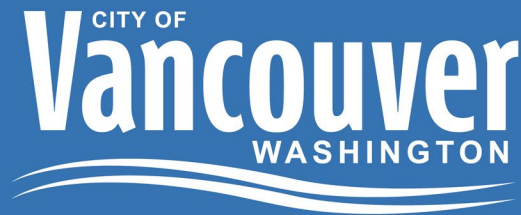
All funds to be paid as condo
sales occur but no later than
May 23, 2023. Payment
backed by personal
guaranty.



Requested Action

Adopt resolution approving Multi-Family Limited Property Tax Exemption extension for Waterfront Holdings Group I to May 23, 2023, and authorizing execution of Extension Agreement.

Next Steps / Questions



11/28/2022

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption Extension Agreement (the “MFTE Extension” attached hereto as Exhibit A) with Waterfront Holdings Group I, a Washington limited liability company (“Applicant”), and any successors in interest or assigns (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) pursuant to that certain Multi-Family Housing Limited Property Tax Exemption Agreement dated February 23, 2017, which was recorded on Applicant’s property located at 590 Waterfront Way (MFTE Extension, Attachment 1) on May 18, 2017 (“Original MFTE Agreement”).

WHEREAS, the recent economic downturn and COVID related challenges have particularly impacted new housing construction such that the City has experienced reduced or delayed housing development in its downtown area in the past several years; and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (VMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of multiple residential housing units to be constructed on land with the legal descriptions of Adjusted Lot 1 of Vancouver

RESOLUTION - 1

Waterfront Block 4, Book 311, Page 865, Records of Clark County, Washington and Adjusted Lot 2 of Vancouver Waterfront Block 4, Book 311, Page 865, Records of Clark County, Washington and the Clark County tax parcel numbers 986041168 and 986041169 at the time of the Original MFTE Agreement (subsequently replatted into individual condominium parcels under the KIRKLAND TOWER CONDO 2023 plat at Book 700, Page 148, of plats, records of Clark County, Washington), now addressed as 590 Waterfront Way (the “Property”) (MFTE Extension, Attachment 2) for an 8-year property tax exemption; and

WHEREAS, the Applicant was approved for such limited property tax exemption for constructing multiple units of new residential housing because the Property is within the Vancouver City Center Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, pursuant to the Original MFTE Agreement, on February 23, 2017, the City issued a Conditional MFTE Certificate requiring that the Applicant receive a certificate of occupancy by February 23, 2020, and

WHEREAS, because that certificate of occupancy date was not met, pursuant to VMC 3.22.040(H), the City extended the Conditional MFTE Certificate requiring that Applicant receive a certificate of occupancy by February 23, 2022; and

WHEREAS, although the Applicant did not receive a certificate of occupancy by February 23, 2022 as required by the extended Conditional MFTE Certificate the City agreed to grant an additional extension of the Conditional MFTE Certificate, as authorized by newly enacted legislation for extensions of 5 years for Covid impacted developments under RCW 84.14.090, now requiring that the Applicant receive a certificate of occupancy by July 23, 2022; and

RESOLUTION - 2

WHEREAS, due to the fact that a certificate of occupancy was not received by the deadline set forth in the previously extended Conditional MFTE Certificate and in the interest of efficiency and in lieu of the submission and processing of submitting a new MFTE application, the Applicant and City have agreed that, as a condition of further extension, the Applicant must satisfy the current MFTE public benefit feature requirements applicable to market rate projects set forth in VMC 3.22.040(D)(8)(a); and

WHEREAS, the Applicant and City have agreed that the new proposed conditional MFTE certificate extension will expire on May 23, 2023.

WHEREAS, the City and Applicant have agreed that the Applicant may satisfy the current MFTE public benefit feature requirement for market rate projects by contributing Five Hundred Thirty-Seven Thousand Five Hundred and No/100 (\$537,500.00) (equivalent to 25% of the estimated tax benefit) for public infrastructure project improvements the City is constructing in close proximity to the Property, as set forth in this MFTE Extension and as secured by a personal financial guaranty provided to the City on behalf of Applicant (MFTE Extension, Attachment 3); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

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

Section 1. The MFTE Extension between the Applicant and the City of Vancouver in substantially the form attached hereto as Exhibit A is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the MFTE Extension in substantially the form attached hereto as Exhibit A on behalf of the City.

RESOLUTION - 3

ADOPTED at a regular session of the Vancouver City Council this 28th day of November 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4

RESOLUTION M-Resolution Number – EXHIBIT A

**MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
EXTENSION AGREEMENT**

THIS MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION EXTENSION AGREEMENT (this “MFTE Extension”) is entered into effective November 28, 2022 (“Effective Date”) by and between WATERFRONT HOLDINGS GROUP I, LLC, a Washington limited liability company and any successors in interest or assigns (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”), pursuant to that certain Multi-Family Housing Limited Property Tax Exemption Agreement dated February 23, 2017, which was recorded on Applicant’s property located at 590 Waterfront Way on May 18, 2017 (“Original MFTE Agreement”).

BACKGROUND

WHEREAS, the recent economic downturn and COVID related challenges have particularly impacted new housing construction such that the City has experienced reduced or delayed housing development in its downtown area in the past several years; and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (VMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant submitted to the City a complete application for an 8-year property tax exemption under the City’s limited tax exemption program outlining the proposed development of multiple residential housing units to be constructed on land with the legal descriptions of Adjusted Lot 1 of Vancouver Waterfront Block 4, Book 311, Page 865, Records of Clark County, Washington and Adjusted Lot 2 of Vancouver Waterfront Block 4, Book 311, Page 865, Records of Clark County, Washington and the Clark County tax parcel numbers 986041168 and 986041169 at the time of the Original MFTE Agreement. Tax parcel number 986041168 was subsequently replatted into individual condominium parcels under the KIRKLAND TOWER CONDO 2023 plat at Book 700, Page 148, of plats, records of Clark County, Washington, and now has an address of 590 Waterfront Way (the “Property”), the legal description for which is set forth on Attachment 2; and

WHEREAS, the Applicant was approved for such limited property tax exemption for constructing multiple units of new residential housing because the Property is within the Vancouver City Center

Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC; and

WHEREAS, pursuant to the Original MFTE Agreement, attached hereto as Attachment 1, on February 23, 2017, the City issued a Conditional MFTE Certificate requiring that the Applicant receive a certificate of occupancy by February 23, 2020, and

WHEREAS, because that certificate of occupancy date was not met, pursuant to VMC 3.22.040(H), the City extended the Conditional MFTE Certificate requiring that Applicant receive a certificate of occupancy by February 23, 2022; and

WHEREAS, although the Applicant did not receive a certificate of occupancy by February 23, 2022 as required by the extended Conditional MFTE Certificate the City agreed to grant an additional extension of the Conditional MFTE Certificate, as authorized by newly enacted legislation for extensions of 5 years for Covid impacted developments under RCW 84.14.090, now requiring that the Applicant receive a certificate of occupancy by July 23, 2022; and

WHEREAS, due to the fact that a certificate of occupancy was not received by the deadline set forth in the previously extended Conditional MFTE Certificate and in the interest of efficiency and in lieu of the submission and processing of a new MFTE application, the Applicant and City have agreed that, as a condition of further extension, the Applicant must satisfy the current MFTE public benefit feature requirements applicable to market rate projects set forth in VMC 3.22.040(D)(8)(a); and

WHEREAS, the Applicant and City have agreed that the new proposed conditional MFTE certificate extension will expire on May 23, 2023; and

WHEREAS, the City and Applicant have agreed that the Applicant may satisfy the current MFTE public benefit feature requirement for market rate projects by contributing Five Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$537,500.00) or (25% of the estimated tax benefit) for public infrastructure project improvements the City is constructing in close proximity to the Property, as set forth in this MFTE Extension; and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

AGREEMENT

NOW THEREFORE, in consideration of mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City and Applicant mutually agree as follows:

1. The Applicant must obtain temporary certificates of occupancy for the entire Property on or before May 23, 2023 or the Original MFTE Agreement and associated Conditional MFTE Certificate shall expire in accordance with its terms.

2. The Applicant agrees to satisfy the current MFTE program public benefit feature requirement for market rate projects (the “Public Benefit Feature”) by contributing Five Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$537,500.00) (the “Public Benefit Feature Amount”) to public infrastructure projects the City is constructing adjacent to and in close proximity with the Property, such as improvements to the roundabout at Esther Street and Columbia Way and traffic calming along Waterfront Way. Notwithstanding the foregoing, in no event shall the City be obligated to complete more public infrastructure project improvements than the value of the Public Benefit Feature.
3. Applicant shall pay the Public Benefit Feature Amount to the City in forty (40) payments of Thirteen Thousand Four Hundred Thirty-Seven and 50/100 Dollars (\$13,437.50), each of which shall be due upon application for a Final Certificate of Tax Exemption for the forty (40) residential housing units constructed on the Property and must be paid prior to the issuance of such certificate, provided that the total Public Benefit Feature Amount shall be paid on or before the Expiration Date of this MFTE Extension, as defined below.
4. Payment to the City shall be made through escrow established by Applicant at Clark County Title in connection with the closing of the sale of each condominium unit of the Property. Applicant shall, upon closing of each condominium unit sale, deposit into escrow a sufficient amount to fund each of the forty (40) payments, in an amount not less than Thirteen Thousand Four Hundred Thirty-Seven and 50/100 Dollars (\$13,437.50).
5. Concurrent with the execution of this MFTE Extension, Applicant shall provide a personal financial guaranty for payment of the Public Benefit Feature Amount in the form attached hereto as Attachment 3 (the “Guaranty Agreement”).
6. As a condition of the Applicant providing the Public Benefit Feature Amount and the Guaranty Agreement to the City, the Original MFTE Agreement shall be extended through May 23, 2023 (the “Expiration Date”). In the event that Applicant fails to fulfill the Public Benefit Feature pursuant to the terms of this MFTE Extension or timely obtain the temporary certificates of occupancy, as required by the Original MFTE Agreement and herein, this MFTE Extension and the Original MFTE Agreement shall terminate.
7. This MFTE Extension shall be subject to Washington law. In the event that any term or clause of this MFTE Extension conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this MFTE are declared to be severable.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this MFTE Extension as of its Effective Date.

CITY OF VANCOUVER

WATERFRONT HOLDINGS GROUP I, LLC

By: _____
Eric Holmes, City Manager

By: _____
Name/Title: _____

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

MFTE EXTENSION – ATTACHMENT 1

ORIGINAL MFTE AGREEMENT

Multi-Family Housing Limited Property Tax Exemption Agreement dated February 23, 2017

(See Attached)

MFTE EXTENSION – ATTACHMENT 2
PROPERTY LEGAL DESCRIPTION

(See Attached)

MFTE EXTENSION – ATTACHMENT 3
GUARANTY AGREEMENT

(See Attached)

MFTE EXTENSION GUARANTY AGREEMENT - 1

5404827 NOT

Total Pages: 15 Rec Fee: \$87.00

Recorded in Clark County, WA 05/18/2017 02:30 PM

CITY OF VANCOUVER

WHEN RECORDED RETURN TO:

City of Vancouver – City Clerk’s Office

PO Box 1995

Vancouver, WA 98668-1995

Document Title(s): *RERECORD THE CORRECT AGREEMENT ATTACHMENT*
**Multi-Family Housing Limited Property Tax Exemption Agreement and Preliminary
Notice of Tax Exemption Certificate**

Reference Number(s) of Related Documents:

AF# 5402384

Additional Reference #'s on Page _____

Grantor(s): City of Vancouver

Additional Grantors on Page _____

Trustee(s)

Grantee(s): Waterfront Holdings, LLC

Additional Grantees on Page _____

Legal Description: (abbreviated form i.e. lot, block, plat or section township, range, quarter/quarter)

**VANCOUVER WATERFRONT BLOCK 4 LOT 1 311865, VANCOUVER
WATERFRONT BLOCK 4 LOT 2 311865**

Additional Legal on Page _____

Assessor’s Property Tax Parcel/Account Number: 986041168, 986041169

Additional Parcel #'s on Page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

5402384 NOT

Total Pages: 14 Rec Fee: \$86.00

Recorded in Clark County, WA 05/11/2017 03:32 PM

CITY OF VANCOUVER

WHEN RECORDED RETURN TO:

City of Vancouver – City Clerk’s Office

PO Box 1995

Vancouver, WA 98668-1995

Document Title(s):

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**VANCOUVER WATERFRONT BLOCK 4 LOT 1 311865, VANCOUVER
WATERFRONT BLOCK 4 LOT 2 311865**

Additional Legal on Page _____

Assessor’s Property Tax Parcel/Account Number: 986041168, 986041169

Additional Parcel #'s on Page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Multi-Family Housing Tax Exemption Program

Preliminary Notice of Tax Exemption

This Preliminary Notice is issued to document that the project noted below has met the applicable requirements of the Multi-Family Housing Tax Exemption requirements of Vancouver Municipal Code Chapter 3.22

Project Name:	Kirkland Tower	Project Address:	TBD
Owner:	Waterfront Holdings, LLC	Date of Agreement:	February 23rd, 2017
Total Units:	36	<i>Project must be occupied within three years of the date of agreement.</i>	
Target Area:	Downtown Vancouver	Tax Exemption Duration:	8 years
Property ID#:	986041168/986041169	Owner Mailing Address:	2300 East 3rd Loop St. 100, Vancouver WA 98661

Duration of Exemption: The value of residential improvements qualifying under VMC chapter 3.22 will be exempt from ad valorem property taxation for: (1) Eight successive years where all applicable criteria under VMC chapter 3.22 except affordability criteria referenced at VMC 3.22.040.D.8 are met, or (2) Twelve successive years if all applicable criteria herein including affordability are met. In both cases the duration of exemption shall be measured beginning January 1 of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption.

Limits on Exemption: The exemption does not apply to the value of land or the value of improvements not qualifying under the ordinance, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements.

Annual Compliance: Annual review is required for the duration of the tax exemption, the owner shall file a notarized declaration as required under VMC 3.22.040 J. The property owner must maintain records supporting this declaration and those records and the multi-family units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

CITY OF
Vancouver
WASHINGTON


Community Development Director

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 23rd day of February, 2017, by and between WATERFRONT HOLDINGS GROUP, a Washington Corporation (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the recent economic downturn has particularly impacted new housing construction such that the City has experienced little housing development in its downtown area in the past several years, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code ("VMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property situated in the Waterfront Block 4 bounded by Columbia Way to the north, and Esther Street to the east (Property) with an address of TBD ("Property") with an 8 year tax abatement, and

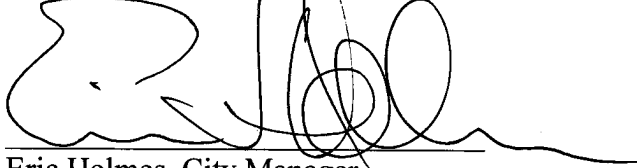
WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the site multi-family residential housing and commercial space as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than Thirty-six (36) new permanent multi-family residential units.
3. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
4. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension.
5. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 4 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within forty days.
6. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;

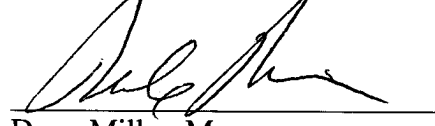
- (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 7. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
 - 8. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 6 or to maintain adequate records may result in the tax exemption being canceled.
 - 9. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
 - 10. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
 - 11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
 - 12. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
 - 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
 - 14. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER



Eric Holmes, City Manager

WATERFRONT HOLDINGS, LLC
AND/ OR ASSIGNS



Drew Miller, Manager
2300 E 3RD LOOP ST. 100
VANCOUVER, WA 98661

Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


26587
Bronson Potter, City Attorney

Unofficial Copy

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 23rd day of February, 2017, by and between WATERFRONT HOLDINGS GROUP, a Washington Corporation (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the recent economic downturn has particularly impacted new housing construction such that the City has experienced little housing development in its downtown area in the past several years, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code ("VMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property situated in the Warterfront Block 4 bounded by Columbia Way to the north, and Esther Street to the east (Property) with an address of TBD ("Property") with an 8 year tax abatement, and

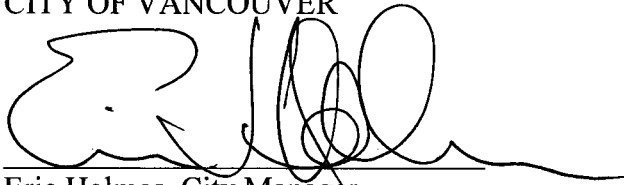
WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the site multi-family residential housing and commercial space as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than Thirty-six (36) new permanent multi-family residential units.
3. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
4. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension.
5. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 4 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within forty days.
6. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;

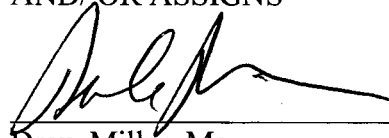
- (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
7. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
 8. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 6 or to maintain adequate records may result in the tax exemption being canceled.
 9. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
 10. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
 11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
 12. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
 14. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER



Eric Holmes, City Manager

WATERFRONT HOLDINGS, LLC
AND/OR ASSIGNS



Drew Miller, Manager
2300 E 3RD LOOP ST. 100
VANCOUVER, WA 98661

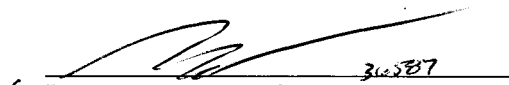
Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


36587
6A Bronson Potter, City Attorney

Unofficial Copy

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WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the recent economic downturn has particularly impacted new housing construction such that the City has experienced little housing development in its downtown area in the past several years, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code ("VMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property situated in the Warterfront Block 4 bounded by Columbia Way to the north, and Esther Street to the east (Property) with an address of TBD ("Property") with an 8 year tax abatement, and

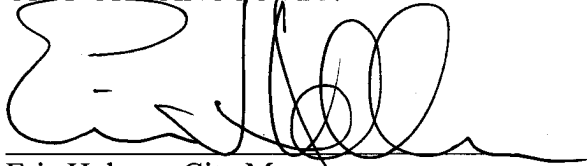
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 - (c) A statement that the work was completed within the required three-year period or any authorized extension.
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6. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;

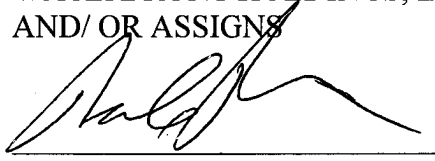
- (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 7. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
 - 8. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 6 or to maintain adequate records may result in the tax exemption being canceled.
 - 9. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
 - 10. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
 - 11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
 - 12. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
 - 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
 - 14. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER



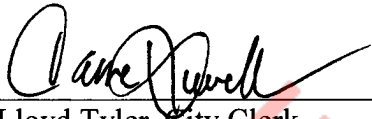
Eric Holmes, City Manager

WATERFRONT HOLDINGS, LLC
AND/ OR ASSIGNS



Drew Miller, Manager
2300 E 3RD LOOP ST. 100
VANCOUVER, WA 98661

Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


30587
for Bronson Potter, City Attorney

Unofficial Copy

MFTE EXTENSION – ATTACHMENT 2

PROPERTY LEGAL DESCRIPTION

Taxlot 986041168 originally described as: ADJ LOT 1 OF VANC WATERFRONT B 4, Book 311, Page 865, records of Clark County, Washington

Taxlot 986041168 was subsequently replatted to individual condominium parcels under KIRKLAND TOWER CONDO 2023, Book 700 Page 148 of Plats, records of Clark County, Washington.

Parcel ID	Address	Legal
986061-533	590 WATERFRONT WAY UNIT 200	UNIT 2A
986061-534	590 WATERFRONT WAY UNIT 201	UNIT 2B
986061-535	590 WATERFRONT WAY UNIT 202	UNIT 2C
986061-536	590 WATERFRONT WAY UNIT 203	UNIT 2D
986061-537	590 WATERFRONT WAY UNIT 204	UNIT 2E
986061-538	590 WATERFRONT WAY UNIT 300	UNIT 3A
986061-539	590 WATERFRONT WAY UNIT 301	UNIT 3B
986061-540	590 WATERFRONT WAY UNIT 302	UNIT 3C
986061-541	590 WATERFRONT WAY UNIT 303	UNIT 3D
986061-542	590 WATERFRONT WAY UNIT 304	UNIT 3E.1
986061-543	590 WATERFRONT WAY UNIT 400	UNIT 4A
986061-544	590 WATERFRONT WAY UNIT 401	UNIT 4B
986061-545	590 WATERFRONT WAY UNIT 402	UNIT 4C
986061-546	590 WATERFRONT WAY UNIT 403	UNIT 4D
986061-547	590 WATERFRONT WAY UNIT 404	UNIT 4E
986061-548	590 WATERFRONT WAY UNIT 500	UNIT 5A
986061-549	590 WATERFRONT WAY UNIT 501	UNIT 5B
986061-550	590 WATERFRONT WAY UNIT 502	UNIT 5C
986061-551	590 WATERFRONT WAY UNIT 503	UNIT 5D.1
986061-552	590 WATERFRONT WAY UNIT 504	UNIT 5E
986061-553	590 WATERFRONT WAY UNIT 600	UNIT 6A
986061-554	590 WATERFRONT WAY UNIT 601	UNIT 6B
986061-555	590 WATERFRONT WAY UNIT 602	UNIT 6C
986061-556	590 WATERFRONT WAY UNIT 603	UNIT 6D
986061-557	590 WATERFRONT WAY UNIT 604	UNIT 6E
986061-558	590 WATERFRONT WAY UNIT 700	UNIT 7A
986061-559	590 WATERFRONT WAY UNIT 701	UNIT 7B
986061-560	590 WATERFRONT WAY UNIT 702	UNIT 7C
986061-561	590 WATERFRONT WAY UNIT 703	UNIT 7D
986061-562	590 WATERFRONT WAY UNIT 704	UNIT 7E
986061-563	590 WATERFRONT WAY UNIT 800	UNIT 8F
986061-564	590 WATERFRONT WAY UNIT 801	UNIT 8G
986061-565	590 WATERFRONT WAY UNIT 802	UNIT 8H
986061-566	590 WATERFRONT WAY UNIT 900	UNIT 9F
986061-567	590 WATERFRONT WAY UNIT 901	UNIT 9G
986061-568	590 WATERFRONT WAY UNIT 902	UNIT 9H
986061-569	590 WATERFRONT WAY UNIT 1000	UNIT 10I
986061-570	590 WATERFRONT WAY UNIT 1001	UNIT 10J
986061-571	590 WATERFRONT WAY UNIT 1100	UNIT 11I
986061-572	590 WATERFRONT WAY UNIT 1101	UNIT 11J.1

MFTE EXTENSION – ATTACHMENT 3

GUARANTY AGREEMENT

This GUARANTY AGREEMENT (this “Guaranty”) is made as of November 28, 2022, by Dean Kirkland, an individual (“Guarantor”), in favor of the City of Vancouver, a Washington municipal corporation (“City”).

RECITALS

WHEREAS, Waterfront Holdings Group I, LLC, a Washington limited liability company (“MFTE Applicant”) has requested that City grant a Multi-Family Housing Limited Property Tax Exemption Extension (the “MFTE Extension”) to MFTE Applicant, which MFTE Extension is evidenced by that certain Multi-Family Housing Limited Property Tax Exemption Agreement dated February 23, 2017, which was recorded on Applicant’s property located at 590 Waterfront Way on May 18, 2017, as extended by that certain Multi-Family Housing Limited Property Tax Exemption Extension of even date herewith (as the same may from time to time be amended, supplemented, restated or otherwise modified, the “MFTE Agreement”);

WHEREAS, the City and the MFTE Applicant have agreed that the MFTE Applicant will satisfy the current MFTE public benefit feature requirement for market rate projects by contributing Five Hundred Thirty-Seven Thousand Five Hundred and No One Hundredth Dollars (\$537,500.00) (the “Public Benefit Feature Amount”), which is equivalent to twenty-five percent (25%) of the estimated tax benefit, for public infrastructure project improvements the City is constructing in close proximity to the Property, as set forth in the MFTE Agreement;

WHEREAS, as a condition precedent to making the MFTE Extension, City has required that Guarantor execute and deliver this Guaranty to City; and

WHEREAS, any capitalized term used and not defined in this Guaranty shall have the meaning given to such term in the MFTE Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce City to make the MFTE Extension to MFTE Applicant, Guarantor hereby jointly and severally agree as follows:

1. *Guaranteed Obligations.* Guarantor hereby jointly and severally, and unconditionally and irrevocably guarantee to City (a) the punctual payment of the Public Benefit Feature Amount when due in accordance with the MFTE Agreement and other sums of money now or hereafter due and owing, or which MFTE Applicant is obligated to pay pursuant to the terms of the MFTE Agreement, as the same may from time to time be amended, supplemented, restated or otherwise modified, and (b) any and all fees, costs, and expenses of City, including, without limitation, any and all attorneys’ fees and expenses, in connection with the enforcement of this Guaranty by City (collectively, the “Guaranteed Obligations”).

2. *Primary Liability of Guarantor.*

(a) This Guaranty is a continuing guaranty of the Guaranteed Obligations, and is an absolute, irrevocable and unconditional guaranty of payment and performance, and Guarantor shall be liable for the payment and performance of the Guaranteed Obligations as a primary obligor. The obligations of Guarantor under this Guaranty shall not be subject to any counterclaim, set-off, abatement, deferment, or

defense based upon any claim that any Guarantor may have against City, MFTE Applicant or any other party (other than the satisfaction of the Guaranteed Obligations by MFTE Applicant or Guarantor), and any notice of directive given by any Guarantor to City that is inconsistent with the foregoing shall be null and void, and may be ignored by City, and, in addition, may not be pleaded or introduced as evidence in any litigation relating to this Guaranty (without the prior written consent of City) for the reason that such pleading or introduction would be at variance with the written terms of this Guaranty.

(b) This Guaranty shall be effective as a waiver of, and Guarantor hereby expressly waive, any right that Guarantor may otherwise have been entitled, whether existing under statute, at Law or in equity, to require City to take prior recourse or proceedings against any collateral, security or party. It shall not be necessary for City, in order to enforce such payment or performance by Guarantor, first to institute suit or pursue or exhaust any rights or remedies against MFTE Applicant or other party liable on such indebtedness or for such performance, or to enforce any rights against any security given to secure such indebtedness or performance, or to join MFTE Applicant or any other party liable for the payment or performance of the Guaranteed Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining payment or performance of the Guaranteed Obligations; provided, however, that nothing herein contained shall prevent City from exercising any other right under the MFTE Extension Documents.

(c) Suit may be brought or demand may be made against MFTE Applicant or against any or all parties who have signed this Guaranty or any other guaranty covering all or any part of the Guaranteed Obligations, or against any one or more of them, separately or together, without impairing the rights of City against any party hereto.

(d) Guarantor hereby agrees to indemnify City against loss, cost, or expense incurred by City caused by the MFTE Applicant asserting any defense to its obligations under the MFTE Agreement and/or any one or more of the MFTE Extension Documents or the assertion by any Guarantor of any defense to such Guarantor's obligations under this Guaranty. Guarantor (i) waives any right or claim of right to cause a marshalling of the MFTE Applicant's assets for the obligations guaranteed hereby before proceeding against any Guarantor or to proceed against Guarantor in any particular order; (ii) agrees that any payments required to be made by Guarantor under this Guaranty shall become due on demand in accordance with the terms hereof and in the MFTE Agreement; and (iii) waives and relinquishes all rights and remedies afforded by applicable law to Guarantor except any rights of subrogation that Guarantor may have; provided, that the guaranty provided for under this Guaranty shall neither be contingent upon the existence of any such rights of subrogation nor subject to any claims or defenses whatsoever which may be asserted in connection with the enforcement or attempted enforcement of such subrogation rights including, without limitation, any claim that such subrogation rights were abrogated by any acts of City. Guarantor hereby agrees to postpone the exercise of any and all rights of subrogation to City's rights against MFTE Applicant or Guarantor and any rights of subrogation to any collateral securing the MFTE Extension and/or the obligations under the MFTE Agreement until the MFTE Extension shall have been paid in full.

3. *Certain Agreements and Waivers by Guarantor.*

(a) Guarantor agrees that neither City's rights or remedies nor Guarantor's obligations under the terms of this Guaranty shall be released, diminished, impaired, reduced or affected by any one or more of the following events, actions, facts, or circumstances, and the liability of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

(1) the attempt or absence of any attempt by City to obtain payment or performance by MFTE Applicant or Guarantor (this being a guaranty of payment and performance and not merely of collection);

(2) any limitation on the liability of, or recourse against, any other party in any MFTE Extension Document or arising under any Law;

(3) any claim or defense that this Guaranty was made without consideration or is not supported by adequate consideration or that the obligations of Guarantor under this Guaranty exceed or are more burdensome than those of MFTE Applicant under the other MFTE Extension Documents;

(4) the operation of any statutes of limitation or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by City against Guarantor, to the fullest extent permitted by Law;

(5) any exemption or the benefit of all other provisions of Law that are waivable under applicable Law;

(6) whether express or by operation of Law, any partial release of the liability of Guarantor under this Guaranty (except to the extent expressly so released) or any complete or partial release of MFTE Applicant or any other party liable, directly or indirectly, for the payment or performance of any or all of the Guaranteed Obligations;

(7) the death, insolvency, bankruptcy, disability, dissolution, liquidation, termination, receivership, reorganization, merger, consolidation, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of MFTE Applicant, Guarantor, or any other party at any time liable for the payment or performance of any or all of the Guaranteed Obligations, or the failure by City to file or enforce a claim against the estate of MFTE Applicant, such Guarantor(s), or such other party;

(8) either with or without notice to or consent of Guarantor, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Guaranteed Obligations and/or any of the MFTE Extension Documents, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by City to MFTE Applicant or any other party at any time liable for the payment or performance of any or all of the Guaranteed Obligations, or the making of additional MFTE Extensions to MFTE Applicant;

(9) any neglect, lack of diligence, delay, omission, failure, or refusal of City to take or prosecute (or in taking or prosecuting) any action for the collection or enforcement of any of the Guaranteed Obligations, or to foreclose or take or prosecute any action to foreclose (or in foreclosing or taking or prosecuting any action to foreclose) upon any security therefor, or to exercise (or in exercising) any other right or power with respect to any security therefor, or to take or prosecute (or in taking or prosecuting) any action in connection with any MFTE Extension Document;

(10) the existence of any claim, counterclaim, set off or other right that Guarantor may at any time have against MFTE Applicant, City, or any other party, whether or not arising in connection with this Guaranty, the MFTE Agreement or any other MFTE Extension Document;

(11) the unenforceability of all or any part of the Guaranteed Obligations against MFTE Applicant, whether because the Guaranteed Obligations exceed the amount permitted by Law or violate any usury law, or because the parties creating the Guaranteed Obligations acted in excess of their authority, or because of a lack of validity or enforceability of or defect or deficiency in any of the MFTE Extension Documents, or because MFTE Applicant has any valid defense, claim or offset with respect thereto, or because MFTE Applicant's obligation ceases to exist by operation of Law, or because of any other reason or circumstance, it being agreed that Guarantor shall remain liable under this Guaranty regardless of whether MFTE Applicant or any other party is found not liable on the Guaranteed Obligations, or any part thereof, for any reason (and regardless of any joinder of MFTE Applicant or any other party in any action to obtain payment or performance of any or all of the Guaranteed Obligations);

(12) any merger or consolidation of MFTE Applicant into or with any other entity, or any sale, lease or transfer of any of the assets of MFTE Applicant or Guarantor to any other party;

(13) any change in the ownership of MFTE Applicant, or any change in the relationship between MFTE Applicant and Guarantor, or any termination of any such relationship;

(14) any early termination of any of the Guaranteed Obligations; or

(15) City's enforcement or forbearance from enforcement of the Guaranteed Obligations.

(b) In the event any payment by MFTE Applicant or any other party to City is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Law, or if for any other reason City is required to refund such payment or pay the amount thereof to any other party, such payment by MFTE Applicant or any other party to City shall not constitute a release of Guarantor from any liability under this Guaranty, and this Guaranty shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by City of this Guaranty or of Guarantor), as the case may be, and this Guaranty shall apply to, any and all amounts so refunded by City or paid by City to another party (which amounts shall constitute part of the Guaranteed Obligations), and any interest paid by City and any attorneys' fees, costs and expenses paid or incurred by City in connection with any such event.

(c) It is the intent of Guarantor and City that the obligations and liabilities of Guarantor under this Guaranty are absolute, irrevocable and unconditional under any and all circumstances and that until the Guaranteed Obligations are fully and finally paid and performed, and not subject to refund or disgorgement, the obligations and liabilities of Guarantor under this Guaranty shall not be discharged or released, in whole or in part, by any act or occurrence that might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of a guarantor.

4. Subordination. If, for any reason whatsoever, MFTE Applicant is now or hereafter becomes indebted to Guarantor such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of MFTE Applicant securing such indebtedness shall, at all times, be subordinate in all respects to the Guaranteed Obligations.

5. Other Liability of Guarantor or MFTE Applicant. If Guarantor is or becomes liable, by endorsement or otherwise, for any indebtedness owing by MFTE Applicant to City other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of City under this Guaranty shall be cumulative of any and all other rights that City may have against Guarantor. If MFTE Applicant is or becomes indebted to City for any indebtedness other than or in excess of the Guaranteed Obligations, any payment received or recovery realized upon such other indebtedness of MFTE Applicant to City may be applied to such other indebtedness. This Guaranty is independent of (and shall not be limited by) any other guaranty now existing or hereafter given. Further, Guarantor's liability under this Guaranty is in addition to any and all other liability Guarantor may have in any other capacity, including, if applicable, its capacity as a general partner.

6. Binding Effect. This Guaranty is binding not only on Guarantor, but also on Guarantor's heirs, personal representatives, successors and assigns. Upon the death of a Guarantor, if such Guarantor is a natural party, this Guaranty shall continue against such Guarantor's estate as to all of the Guaranteed Obligations, including that portion incurred or arising after the death of such Guarantor and shall be provable in full against such Guarantor's estate, whether or not the Guaranteed Obligations are then due and payable.

7. **Governing Law.** The validity, enforcement, and interpretation of this Guaranty shall for all purposes be governed by and construed in accordance with the laws of the State of Washington and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. All obligations of Guarantor under this Guaranty are payable and performable at the place or places where the Guaranteed Obligations are payable and performable.

8. **Invalidity of Certain Provisions.** If any provision of this Guaranty or the application thereof to any party or circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Guaranty nor the application of such provision to any other party or circumstance shall be affected thereby, and the remaining provisions of this Guaranty, or the applicability of such provision to other parties or circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable Law.

9. **Costs and Expenses of Enforcement.** Guarantor agrees to pay to City on demand all costs and expenses incurred by City in seeking to enforce City's rights and remedies against the MFTE Applicant or against any Guarantor under this Guaranty, including court costs and attorneys' fees, whether or not suit is filed hereon. All such costs and expenses incurred by City shall constitute a portion of the Guaranteed Obligations under this Guaranty, shall be subject to the provisions hereof with respect to the Guaranteed Obligations and shall be payable by Guarantor on demand by City.

10. **No Usury.** It is not the intention of City or Guarantor to obligate Guarantor to pay interest in excess of what is lawfully permitted to be paid by Guarantor under applicable Law. Should it be determined that any portion of the Guaranteed Obligations or any other amount payable by Guarantor under this Guaranty constitutes interest in excess of the maximum amount of interest that Guarantor, in Guarantor's capacity as guarantor, may lawfully be required to pay under applicable Law, the obligation of Guarantor to pay such interest shall automatically be limited to the payment thereof in the maximum amount so permitted under applicable Law. The provisions of this Section shall override and control all other provisions of this Guaranty and of any other agreement between Guarantor and City.

11. **Representations, Warranties, and Covenants of Guarantor.** Until the Guaranteed Obligations are paid and performed in full and each and every term, covenant and condition of this Guaranty is fully performed, Guarantor hereby represent, warrant, and covenant that: (a) Guarantor has a direct or indirect financial interest in MFTE Applicant and will derive a material and substantial benefit, directly or indirectly, from the making of the MFTE Extension to MFTE Applicant and from the making of this Guaranty by Guarantor; (b) this Guaranty is duly authorized and valid, and is binding upon and enforceable against the Guarantor; (c) Guarantor is not, and the execution, delivery and performance by Guarantor of this Guaranty will not cause such Guarantor to be, in violation of or in default with respect to any law or in default (or at risk of acceleration of indebtedness) under any agreement or restriction by which such Guarantor is bound or affected; (d) Guarantor (other than any Guarantor that is a natural party) is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full power and authority to enter into and perform this Guaranty; (e) there are no actions, suits or proceedings pending against or affecting any Guarantor, at law, in equity or before or by any governmental authorities except actions, suits or proceedings which are fully covered by insurance (excluding reasonable deductibles) or would, if adversely determined, not be likely to have a material adverse effect on any Guarantor's business or financial condition and no Guarantor is in material default with respect to any order, writ, injunction, decree or demand of any court or governmental authorities; (f) all financial statements and information heretofore furnished to City by Guarantor do, and all financial statements and information hereafter furnished to City by Guarantor will, fully and accurately present the condition (financial or otherwise) of such Guarantor as of their dates and the results of such Guarantor's operations

for the periods therein specified, and, since the date of the most recent financial statements of Guarantor heretofore furnished to City, no material adverse change has occurred in the financial condition of any Guarantor, nor, except as heretofore disclosed in writing to City, has any Guarantor incurred any material liability, direct or indirect, fixed or contingent; (g) after giving effect to this Guaranty, the fair saleable value of Guarantor's assets exceeds its (i) total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities, and (ii) probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured; (h) Guarantor's assets do not and, after giving effect to this Guaranty will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted; (i) Guarantor does not intend to incur or believe that it will incur debts that will be beyond its ability to pay as such debts mature.

12. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give under this Guaranty shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses set forth in the MFTE Agreement and as noted below for the Guarantor or as otherwise indicated by the parties through written notice.

13. Cumulative Rights. All of the rights and remedies of City under this Guaranty and the other MFTE Extension Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by City of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by City of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by City to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default. No notice to or demand on Guarantor in any case shall of itself entitle Guarantor to any other or further notice or demand in similar or other circumstances. No provision of this Guaranty or any right or remedy of City with respect hereto, or any default or breach, can be waived, nor can this Guaranty or Guarantor be released or discharged in any way or to any extent, except specifically in each case by a writing intended for that purpose (and which refers specifically to this Guaranty) executed and delivered by City to Guarantor.

14. Term of Guaranty. This Guaranty shall continue in effect until all the Guaranteed Obligations and all of the obligations of Guarantor to City under this Guaranty are fully and finally paid, performed and discharged and are not subject to any bankruptcy preference period or any other disgorgement.

15. Subrogation. Guarantor shall not have any right of subrogation under any of the MFTE Extension Documents or any right to participate in any security for the Guaranteed Obligations or any right to reimbursement, exoneration, contribution, indemnification or any similar rights, until the Guaranteed Obligations have been fully and finally paid, performed and discharged in accordance this Guaranty, and Guarantor hereby waives all of such rights.

16. Time of Essence. Time shall be of the essence in this Guaranty with respect to all of Guarantor's obligations under this Guaranty.

17. Counterparts. If this Guaranty is to be executed by more than one party, then it may be executed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

18. *Entire Agreement; Construction.* This Guaranty embodies the entire agreement between City and Guarantor and with respect to the guaranty by Guarantor of the Guaranteed Obligations. This Guaranty supersedes all prior agreements and understandings, if any, with respect to the guaranty by Guarantor of the Guaranteed Obligations. This Guaranty shall be effective upon execution by Guarantor and delivery to City. This Guaranty may not be modified, amended or superseded except in a writing signed by City and Guarantor referencing this Guaranty by its date and specifically identifying the portions hereof that are to be modified, amended or superseded. As used herein, the words “include” and “including” shall be interpreted as if followed by the words “without limitation.”

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty as of the date first written above.

GUARANTOR: DEAN KIRKLAND

Signed: _____

Name: Dean Kirkland

Address: _____

City/State/Zip: _____



Staff Report: 194-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/28/2022

SUBJECT Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle

Present Situation

On November 28, 2022, time has been reserved under "New Business" for Councilmembers Stober, Paulsen, Hansen, Fox, Perez, and Harless to consider an Ethics Complaint regarding Mayor McEnerny-Ogle. Pursuant City Council Policy 100-36, on November 28, 2022, it will be responsibility of the remaining members of City Council to:

- A. Review the Complaint as well as the City Attorney's Report and Recommendations (attached); and
- B. Make a determination as to whether or not the Council shall refer the allegations to a Hearings Examiner for investigation.

Action Requested

Council determination, based on the allegations and analysis, whether to refer the matter to the Hearings Examiner to conduct a full investigation.

Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Ethics Complaint
- ▢ 100-36 Ethics Policy
- ▢ City Attorney's Report

From: PETER BRACCHI <peterbracchi@aol.com>

Sent: Saturday, October 29, 2022 5:40:41 AM

To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>

Cc: Cook, Nena <Nena.Cook@cityofvancouver.us>; Quintrell, Anna <Anna.Quintrell@cityofvancouver.us>

Subject: ethics complaint against Mayor Anne McEnerny-Ogle

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

I would like to file an ethics complaint against Mayor Anne McEnerny-Ogle for her actions in dealing with Ms. Elbon at the end of the Citizens Forum at the city council meeting on October 24, 2022.

The mayor informed Ms Elbon her time of 3 minutes just ended

The Mayor Announced the end or conclusion of Citizens Forum

As Ms Elbon went to hand documents to the clerk, instead of not talking to Ms Elbon, The Mayor made the comment "No passports were required"

The Mayor Engaged in Ms Elbon in Further Conversation.

Then The Mayor Immediately requested the removal of Ms Elbon

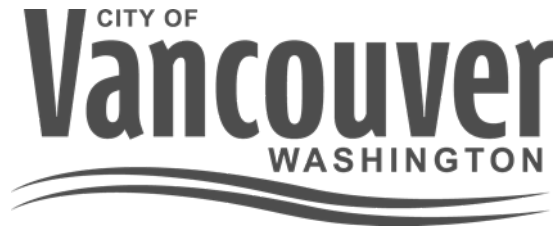
I feel if the The mayor had not engaged Ms Elbon in conversation, Ms Elbon would've returned to her seat without the issue of the Police Escort.

the Mayor setup Ms Elbon then had her forcibly removed.

This was intended unacceptable political bias against a citizen of our community.

Please review the attached video of the council meeting

Thanks Peter



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-36	Rev. C	Effective Date 12/13/21	Page 1 of 9
City Council Code of Ethics and Conduct	Supersedes 7/18/11	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3268, December 20, 1999
 City Council Resolution M-3741, July 18, 2011
 City Council Resolution M-4157, December 13, 2021

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to

all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

1. that of a non-salaried officer of a non-profit corporation;

2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;

- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themselves, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. "Harassing Conduct." As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone's body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. “Retaliation.” Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee’s job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office .

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.
2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration as well as to the City Manager and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within 5 (five) business days of the receipt of the report, the City Manager shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.

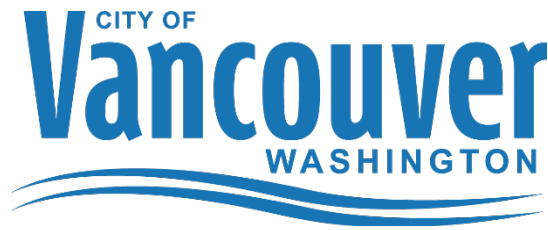
Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Manager in writing and shall state the reasons for their objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.
4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:

- (a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
- (b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
- (c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
- (d) Civil penalties of \$500 and possible forfeiture of office pursuant to RCW 42.23.050.
- (e) Removal or recall from office pursuant to state law.
- (f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
- (g) Initiation of appropriate civil actions against any person member who violates this Code.
- (h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

C:\C\Procedure 100-36 Ethics Policy



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MEMORANDUM

DATE: November 28, 2022
TO: Mayor Pro Tem Stober, Councilmembers Hansen, Paulsen, Fox, Perez, and Harless
CC: Mayor McEnerny-Ogle, City Manager Eric Holmes
FROM: Jonathan Young, City Attorney
RE: Ethics Complaint regarding Mayor McEnerny-Ogle

REPORT AND RECOMMENDATIONS

On October 29, 2022, Vancouver resident Peter Bracchi submitted an email entitled “ethics complaint against Mayor Anne McEnerny-Ogle.” Pursuant to City Council Policy 100-36, Section 9.0, the City Attorney’s Office promptly conducted a review of the complaint and hereby issues its written report and recommendations to the remaining members of the Vancouver City Council for formal review and consideration. For the reasons outlined below, even if true, the allegations contained within the complaint are legally insufficient to constitute a violation of City Council Policy 100-36 Code of Ethics & Conduct. It is the recommendation of the City Attorney that the complaint should therefore be dismissed without further investigation.

I. Complaint

The matter presented for review stems from official actions taken during a regular meeting of the Vancouver City Council. The meeting in question was held on October 24, 2022. Mr. Bracchi’s ethics complaint alleges in full:

I would like to file an ethics complaint against Mayor Anne McEnerny-Ogle for her actions in dealing with Ms. Elbon at the end of the Citizens Forum at the city council meeting of October 24, 2022.

The Mayor informed Ms. Elbon her time of 3 minutes just ended

The Mayor Announced the end or conclusion of Citizens Forum

As Ms Elbon went to hand documents to the clerk, instead of not talking to Ms. Elbon, The Mayor made the comment "No passports were required"

The Mayor engaged in Ms Elbon in Further Conversation.

Then The Mayor Immediately requested the removal of Ms Elbon

I feel if The mayor had not engaged Ms Elbon in conversation, Ms Elbon would've returned to her seat without the issue of the Police Escort.

The Mayor setup Ms Elbon then had her Forcibly removed.

*This was intended unacceptable political bias against a citizen of our community. Please review the attached video of the council meeting
Thanks Peter*

II. Procedure

Upon receipt of an Ethics Complaint, the role of the City Attorney is to promptly review the complaint and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics. When legal review completed, the City Attorney shall report back to the City Council in writing. At City Council's first meeting following receipt of the City Attorney's Report, the remaining members of City Council shall then determine whether the matter should be referred to a Hearings Examiner for investigation (i.e., to determine whether, more probably than not, there is factual truth to the allegation(s) raised within the complaint). (City Council Policy 100-36, Section 9.0.)

IV. Analysis and Discussion

A. Legal Standard of Review.

In reviewing an ethics complaint under City Council Policy 100-36, the role of the City Attorney is functionally identical to that of a court when examining a recall petition. (In both instances, the question presented is whether the allegations, as asserted, if true, would substantiate a violation by an elected official.) As a result, the body of legal caselaw that has developed from judicial review of recall petitions is instructive as to how an allegation of ethical misconduct by a City Councilmember should be evaluated under City Council Policy 100-36. As explained by the Washington Supreme Court, when evaluating recall petitions, "[c]ourts do not evaluate whether the allegations against an elected official are true or false but, rather, stand as gatekeepers to ensure that elected officials are not subject to recall for frivolous reasons. To that end, courts must determine... whether the allegations are legally and factually sufficient." *In re Recall of Inslee*, 199 Wn.2d 416, 424 (2022).

The terms “factually sufficient” and “legal sufficient” are legal terms of art and have specific meanings when used by a court evaluating a recall petition. An allegation is factually sufficient if the petition gives “a detailed description” of how and when the elected official engaged in unlawful conduct, including the approximate date, location, and the nature of each act that constitutes a violation. *In re Recall of Kelley*, 185 Wn.2d 158, 163-64 (2016). An allegation is legally sufficient if the petitioner identifies the standard, law, or rule that would make the officer’s conduct wrongful, improper, or unlawful. *In re Recall of Inslee*, 194 Wn.2d 563, 568 (2019).

Notably, the ethics complaint submitted by Mr. Bracchi articulates no standards, laws, or rules whatsoever. The complaint is therefore legally insufficient on its face, and has failed to satisfy one of the two necessary elements that are required to move the complaint beyond the ‘gatekeeper stage’ into a formal investigation. As a result, it is the advice of the Vancouver City Attorney’s Office that the complaint should be dismissed by the remaining members of the City Council and should not proceed to investigation by a Hearings Examiner.

B. Additional Considerations.

Setting aside, solely for sake of argument, the fact that the complaint has not articulated any standards, laws, or rules that were alleged to be violated, it also warrants mentioning that the conduct described within the complaint does not – on its face – appear to violate any provision of the Vancouver City Council’s Code of Ethics and Conduct.

Policy 100-36 states its purpose is to: “establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service.” Policy 100-36, Section 4.0. The Policy then outlines ten (10) categories of prohibited conduct that, if committed, would constitute a violation of the Ethics Policy. Those categories are:

- Personal interests in contracts
- Personal influence in contract selection
- Disclosure of confidential information
- Acceptance of compensation, gifts, favors, rewards, or gratuity
- Accepting certain employment
- Personal interest in legislation
- Improper use of position
- Improper use of city personnel
- Improper use of city property
- Engaging in harassing conduct or retaliation

The interaction between the Mayor and Ms. Elbon, as described by Mr. Bracchi, did not involve the selection of contracts, disclosure of confidential information, acceptance of gifts, outside employment, personal interests in legislation, use of an official position for private gain, or use of city personnel or property. The first nine categories are therefore wholly inapplicable.

As for harassment and retaliation, Policy 100-36, Section 7.0, prohibits Councilmembers from:

“...engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law.”

“Harassing conduct” is behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments, vulgarity, profanity, indecent gestures or discussing sexual activities. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

“Retaliation” consists of action taken to punish an individual for making a complaint of harassment or to obtain revenge for making a complaint of retaliation, even if the complaint is unfounded.

(Complaint, p.2; City Council Policy 100-36, Section 7.0.)

There are no allegations set forth within Mr. Bracchi’s complaint alleging that Ms. Elbon ever complained of harassment. Therefore, “retaliation” as defined in City Council policy 100-36 is inapplicable. The sole question then, is whether there is a factually sufficient allegation that, if true, would support a finding that the Mayor engaged in harassing conduct. Turning to the allegations set forth within the ethics complaint, the lone quote that Mr. Bracchi attributes to the Mayor is this:

“No passports were required.”

On its face, this statement is neither sexual, racist, vulgar, profane, or indecent in any way.

Therefore, the only remaining question is whether the statement *“No passports were required”* is “offensive” or “unwelcome” as those terms are used within City Council Policy 100-36, Section 7.0.

The terms “offensive” and “unwelcome” are not defined within City Council Policy 100-36. In interpreting undefined terms used by legislators, courts look to standardized principles of statutory construction. Two such principles that are often used for guidance follow below:

1. Courts will avoid literal reading of a statute which would result in unlikely, absurd, or strained consequences. *Tingey v. Haisch*, 159 Wn.2d 652, 654, 152 P.3d 1020, 1021 (2007).
2. Terms are normally to be given their ordinary (dictionary) meaning unless otherwise defined. However, the words “must be read in the context of the statute in which they appear, not in isolation or subject to all possible meanings found in a dictionary.” *Citizens All. for Prop. Rights Legal Fund v. San Juan Cty.*, 184 Wn.2d 428, 437, 359 P.3d 753, 758 (2015).

Employing these principles, the first requirement is to avoid ascribing a meaning to a term that would result in ‘unlikely, absurd, or strained consequences.’

City Councilmembers are regularly expected to discuss sharply contested topics (climate resiliency, equity, community safety, and taxation to name just a few). It follows that an overly broad interpretation of the terms “offensive” and “unwelcome” – one that purports to bring ordinary, generally accepted, discussions among members of the Vancouver City Council into the ambit of an ethics complaint – should be avoided. This conclusion is bolstered by the Policy 100-36, Section 4.0, which declares as a statement of purpose, that Policy 100-36 seeks to impose “essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service.” Were these terms to be read too broadly, merely discussing the biennial budget could lead to multiple ethics complaints if listeners found the spending priorities debated among the Council to be “offensive” or “unwelcome.” This would be an example of an absurd result and an unnecessary barrier to public service.

It follows that the more appropriate approach under principles of statutory construction is to read the terms “offensive” and “unwelcome” in a manner congruent with the severity of the surrounding prohibitions enumerated within Policy 100-36. In other words, words or actions that may be fairly read to be “offensive” or “objectionable” in this context, should be limited those that connote a similar degree of seriousness to the other “essential restrictions” found elsewhere within Policy 100-36.¹ It also follows, that the terms “offensive” and “unwelcome”

¹ For ease of reference, these restrictions prohibit: (a) deriving personal interest from a public contract, (b) improperly influencing the selection of a contract, (c) willfully disclosing confidences of the City, (d) accepting personal gifts, favors, rewards, or gratuity for public service, (e) accepting certain employment (f) advancing personal interests in legislation (g) improper use of one’s position (h) improper use of city personnel and (i) improper use of city property. (In addition to engaging in harassing conduct or retaliation.)

should not be read in isolation subject to every possible dictionary meaning, but should, instead, be read so that they have a logical nexus to list that precede them: sexual, racist, vulgar, profane, or indecent.

In light of the foregoing analysis, it is the advice of the Vancouver City Attorney's Office that the statement "*No passports were required*" does not constitute an "offensive" or "unwelcome" comment when those terms are read in context with the rest of Policy 100-36. The City Attorney's Office therefore advises that, even if true, the allegations contained within Mr. Bracchi's ethics complaint of October 29, 2022 are legally insufficient to constitute a violation of Vancouver City Council Policy 100-36, Code of Ethics & Conduct. This matter should therefore be dismissed without further action. The allegations presented should not be referred to a Hearings Examiner for further investigation.